

JUDGE NORGLE  
MAGISTRATE JUDGE NOLAN

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#412

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

TERESA MARETTA and RICHARD MARETTA, )

Plaintiffs, )

v. )

LIBERTY MUTUAL FIRE INSURANCE )  
COMPANY, )

Defendant. )

No.: 08 CH 24504

Removed to Federal Court

No.: \_\_\_\_\_

**NOTICE OF REMOVAL**

Now comes the Defendant Liberty Mutual Fire Insurance Company ("Liberty"), by and through its attorneys, Bradley C. Nahrstadt and Christina D. Harrison, and pursuant to 28 U.S.C. §§1441(a)(b) and 28 U.S.C. §1446, hereby files its Notice of Removal of this cause of action from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois, Eastern Division. Pursuant to 28 U.S.C. §1446(a), the defendant sets forth a short and plain statement of the grounds for removal as follows:

1. On or about July 9, 2008, plaintiffs filed a three count complaint against Liberty in the Circuit Court of Cook County, Illinois, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1.

2. Plaintiffs did not make a jury demand when they filed their complaint in state court. *See* Ex. 1.

3. On July 18, 2008, plaintiffs obtained service of summons and complaint upon Liberty through Michael McGrath, the Illinois Director of Insurance. A copy of Mr. McGrath's acknowledgement of service of the summons and complaint is attached hereto as Exhibit 2.

4. This Notice of Removal has been filed within the time required by 28 U.S.C. §1446(b).

5. No previous application for the relief sought herein has been made to this Court or

any other court.

6. This action is removable pursuant to 28 U.S.C. §1441(a) because it is a civil action over which this Court has original jurisdiction and because Liberty is removing this action to the district and division embracing the place where the action is pending.

7. This Court has original jurisdiction of the civil action pursuant to 28 U.S.C. §1332(a)(1) because the matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000 and because the action is between citizens of different states.

8. Plaintiffs admit that the damages sought for the claims which are the subject of the Complaint, exceed the sum or value of \$75,000, exclusive of interest and costs. *See* Ex. 1 at ¶¶ 37, 38, 44 and the wherefore clause of Counts I and III.

9. The Plaintiffs are citizens of the State of Illinois. *See* Ex. 1 at Exhibit A (Liberty Mutual Declaration Page designating Richard J. Maretta as living in Brookfield, Illinois) and Exhibit C (Illinois Traffic Crash Reports designating both Mr. and Mrs. Maretta as residing in Illinois).

10. Liberty is, and was, at the time plaintiffs commenced this action in Illinois state court, a corporation existing under the laws of the State of Wisconsin with its principal place of business in Massachusetts.

11. Liberty is the only named defendant in the Complaint. *See* Ex. 1.

12. Complete diversity of the citizenship exists in this action.

13. Pursuant to 28 U.S.C. §1441(b), the United States District Court for the Northern District of Illinois is the appropriate court for filing a Notice of Removal from the Circuit Court of Cook County, Illinois where the action is pending.

14. Pursuant to 28 U.S.C. §1446(b), Liberty shall give plaintiffs, through their attorney of record, written notice of the filing of this Notice of Removal and Liberty shall file the written notice of the filing of this Notice of Removal with the Clerk of the Circuit Court of Cook

County, Illinois, attaching thereto a copy of this Notice of Removal.

15. Pursuant to 28 U.S.C. §1441, this action is removable to the United States District Court for the Northern District of Illinois, Eastern Division.

WHEREFORE, the defendant, Liberty Mutual Fire Insurance Company, gives notice that the matter styled as *Maretta v. Liberty Mutual Fire Insurance Company*, Case No. 08 CH 24504, which was pending in the Circuit Court of Cook County, Illinois is removed to the United States District Court for the Northern District of Illinois, Eastern Division.

Respectfully submitted,

LIBERTY MUTUAL FIRE INSURANCE COMPANY

By: s/Christina D. Harrison  
Christina D. Harrison (Illinois Bar No.6256916)  
Williams, Montgomery & John, Ltd.  
20 North Wacker Drive, Suite 2100  
Chicago, IL 60606  
(312) 443-3200

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, hereby certifies that a copy of this Notice of Removal was served upon the below described individuals by placing said instrument in a postage paid envelope and placing it in the United States mail at 20 N. Wacker Drive, Chicago, Illinois on the 15th day of August, 2008.

s/ Christina D. Harrison  
Christina D. Harrison

**Attorney for Plaintiffs**

Steven C. Fuoco, Esq.  
1055 Golf Avenue  
Highland Park, IL 60035

JUDGE NORGLE

MAGISTRATE JUDGE NOLAN

JFB

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

TERESA MARETTA and RICHARD  
MARETTA

Plaintiffs,

v.

LIBERTY MUTUAL FIRE INSURANCE  
COMPANY

Defendant,

Case No.

08CH24504

DOORTRY BROWN

CLERK

DEPT. OF INSURANCE  
COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.

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COMPLAINT

The plaintiffs, TERESA MARETTA and RICHARD MARETTA, by their attorney,  
STEVEN C. FUOCO, complaining of the defendant, LIBERTY MUTUAL FIRE INSURANCE  
COMPANY, pleading hypothetically and in the alternative, state as follows:

COUNT I

1. Before April 16, 2003, the plaintiffs, TERESA MARETTA and RICHARD MARETTA purchased an automobile liability insurance policy from defendant, LIBERTY MUTUAL FIRE INSURANCE COMPANY.
2. The automobile liability insurance policy the plaintiffs purchased from the defendant had policy number A02-243-466330-003 8.
3. The automobile liability insurance policy the plaintiffs purchased from the defendant had effective dates of April 16, 2003 to April 16, 2004.
4. The automobile liability insurance policy the plaintiffs purchased from the defendant had a separate underinsured motorist coverage limit of \$100,000 for each person and \$300,000 for each accident.
5. The automobile liability insurance policy the plaintiffs purchased from the

DEPT. OF INSURANCE  
CHICAGO, ILLINOIS

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defendant had a separate medical payments coverage limit of \$10,000 for each person.

6. The automobile liability insurance policy the plaintiffs purchased from the defendant covered the plaintiff's 1990 Plymouth Grand Voyager minivan.

7. On or about April 16, 2003, the plaintiffs paid defendant the annual premium in full for policy number A02-243-466330-003 8.

8. Attached as Exhibit A is a true and correct copy of the Declarations for policy number A02-243-466330-003 8 covering plaintiff, RICHARD MARETTA as the named policy holder and also covering plaintiff, TERESA MARETTA, as the spouse of plaintiff, RICHARD MARETTA and residing in the same household as plaintiff, RICHARD MARETTA in Brookfield, Illinois.

9. On or about December 16, 2003, the plaintiffs had stopped their minivan covered by policy A02-243-466330-003 8 at a stoplight for westbound Roosevelt Road at the intersection with Harlem Avenue in Oak Park, Cook County, Illinois.

10. On or about December 16, 2003, a car driven by a motorist named Mark W. Lewis collided with the rear of plaintiff's stopped minivan.

11. The December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan caused damage to the plaintiff's minivan.

12. The December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan caused bodily injury to plaintiff, TERESA MARETTA.

13. The December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan caused bodily injury to plaintiff, RICHARD MARETTA.

14. After the December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan, the plaintiffs both sought emergency room treatment at Loyola University

Medical Center.

15. After the December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan and their discharge from Loyola University Medical Center, the plaintiffs both received medical care for their family practice physician, had radiologic imaging taken, underwent prescribed physical therapy and had neurosurgical specialty practice visits related to bodily injury caused by the December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan.

16. On or about December 17, 2003, the plaintiff reported to defendant the collision of Mark W. Lewis' car with the rear of plaintiff's minivan, the existence of collision rear end damage to their minivan and that both plaintiffs had been injured in this collision and sought medical care.

17. After December 18, 2003, the defendant settled the plaintiffs' collision rear end minivan damage claim under policy A02-243-466330-003 8 for \$551.40 after deduction of the plaintiff's \$500.00 property damage deductible.

18. After December 18, 2003, the plaintiffs made medical payments coverage claims under policy A02-243-466330-003 8 to defendant.

19. After July 15, 2004, defendant received direct subrogation reimbursement by checks attached as Exhibit B payable to defendant from Mark W. Lewis' automobile liability insurer for defendant's payments made after submission of plaintiff's medical payments coverage claims.

20. On or about June 28, 2005, plaintiffs filed their Cook County Circuit Court, Law Division negligence action, docketed 2005 L 7102 against Mark W. Lewis because of the December 16, 2003 collision to recovery money damages for their bodily injuries.

21. On or about December 16, 2005, the plaintiffs served the defendant with certified mail written notice attached as Exhibit C of their individual underinsured motorist coverage claims arising from the December 16, 2003 collision of Mark W. Lewis' car with the rear of plaintiff's minivan and demanded arbitration of their individual claims if settlement with defendant could not be reached.

22. By May 5, 2006 interrogatory answer filed in *Maretta v. Lewis*, defendant, Mark W. Lewis identified Affirmative Insurance Company as his automobile liability insurer providing coverage for the December 16, 2003 collision and a liability limit of only \$20,000 per person and \$40,000 per accident.

23. After taking written and noticed oral discovery, on May 24, 2007, Lewis counsel for Affirmative made a written settlement offer to plaintiff, TERESA MARETTA of the \$20,000 per person coverage limit, less the \$1,338.87 direct subrogation payment (See Ex. D) made by Affirmative to defendant making the net settlement offer \$18,661.13 to plaintiff, TERESA MARETTA.

24. On May 29, 2007, the Affirmative net settlement offer of \$18,661.13 to plaintiff, TERESA MARETTA was communicated by facsimile letter to defendant's in-house attorneys requesting that defendant to waive its subrogation rights against Lewis and permitting plaintiff, TERESA MARETTA to accept the net settlement offer (See attached Group Exhibit E).

25. On July 5, 2007, defendant waived its subrogation right against Lewis and approved plaintiff, TERESA MARETTA's acceptance of the net settlement offer by e-mail from defendant's in-house attorney (See attached Exhibit F).

26. On July 25, 2007, the circuit court dismissal of plaintiff, TERESA MARETTA's claim against Lewis was reported by e-mail to defendant's in-house attorneys and a question was

asked in this e-mail about exactly what defendant needed to receive in order to evaluate plaintiff, TERESA MARETTA's underinsured motorist claim, with offer made to provide plaintiff, TERESA MARETTA's medical treatment records, bills and depositions taken in *Maretta v. Lewis* (See attached Exhibit G).

27. On July 26, 2007, defendant replied by e-mail requesting just the bills and records and with defendant's in-house attorneys to provide an evaluation of liability and probable outcome if the case went to trial (See Ex. G).

28. On August 3, 2007, an e-mail request (see attached Exhibit H) was sent to defendant to confirm the full satisfaction of defendant's medical payments subrogation with the July 15, 2004 Affirmative checks (See Ex. B) previously received by defendants, with a copy of both Affirmative July 15, 2004 checks to defendant attached to this e-mail.

29. On August 9, 2007, defendant sent a reply e-mail (see attached Exhibit I) reporting difficulty opening the e-mail attachment of Affirmative's July 15, 2004 check copy for plaintiff, RICHARD MARETTA and asked for this attachment to be sent again in the same format as the other Affirmative July 15, 2004 check copy attachment for plaintiff, TERESA MARETTA.

30. On August 9, 2007, a reply e-mail was sent to defendant with the Affirmative's July 15, 2004 check copy for plaintiff, RICHARD MARETTA re-sent to defendant as requested in PDF format (See Ex. I).

31. On August 27, 2007, Lewis counsel for Affirmative made a written settlement offer (See attached Exhibit J) to plaintiff, RICHARD MARETTA of the \$20,000 per person coverage limit, less the \$2,974.12 direct subrogation payment (See Ex. B) made by Affirmative to defendant making the net settlement offer \$17,025.88 to plaintiff, RICHARD MARETTA.



32. On August 28, 2007, the Affirmative net settlement offer of \$17,025.88 to plaintiff, RICHARD MARETTA was communicated by e-mail to defendant's in-house attorneys requesting that defendant to waive its subrogation rights against Lewis and permitting plaintiff, RICHARD MARETTA to accept the net settlement offer (See attached Exhibit K).

33. On August 28, 2007, defendant waived its subrogation right against Lewis and approved plaintiff, RICHARD MARETTA's acceptance of the net settlement offer by e-mail from defendant's representative but reserved their right to collect medical payments subrogation (See attached Exhibit L).

34. On August 28, 2007, a reply e-mail (see attached Exhibit M) sent to defendant's claim representative once again pointed out defendant's previous receipt of Affirmative's July 15, 2004 check as medical payments subrogation reimbursement for plaintiff, RICHARD MARETTA, with defendant's negotiation of this check seen on the check reverse side, and sent both sides of this check to defendant as an attachment to this e-mail.

35. On August 28, 2008, a reply e-mail (see attached Exhibit N) sent to defendant's claim representative asked what records defendant needed to evaluate each plaintiff's underinsured motorist claim.

36. By reply e-mail, defendant's claim representative asked for submission of medical records, bills, hospital and operative reports, any pre-existing problems related to accident injuries, employment, wage loss information and wage loss verification, with submission to defendant's in-house attorney (Ex. N).

37. On September 28, 2007, plaintiff, RICHARD MARETTA submitted eight evidentiary items, including physician deposition testimony developed in *Maretta v. Lewis* and medical expenses totaling \$11,405.48 by hand delivery to defendant's in-house counsel to

support plaintiff's underinsured motorist \$100,000 policy limit claim, for the medical payments coverage limits and named his arbitrator (See Exhibit O).

38. On October 1, plaintiff, TERESA MARETTA submitted eight evidentiary items, including physician deposition testimony developed in *Maretta v. Lewis* and medical expenses totaling \$57,628.20 by hand delivery to defendant's in-house counsel to support plaintiff's underinsured motorist \$100,000 policy limit claim, for the medical payments coverage limits and named her arbitrator (See Exhibit P).

39. On October 12, 2007, plaintiff, RICHARD MARETTA submitted by hand delivery to defendant's in-house counsel follow up medical records in the form of a neurosurgeon's office chart for plaintiff and a MRI report verifying a C2-3 disc herniation after request for this information via October 2, 2008 by defendant's in-house counsel (See Exhibit Q).

40. By October 24, 2007 e-mail to defendant's claim representative and defendant's in-house counsel, plaintiffs requested a reasonable time frame for defendant to evaluate the claims of both plaintiffs and attached to this e-mail a copy of the plaintiffs' declarations for policy number A02-243-466330-003 8 to verify a medical payments coverage limit of \$10,000 for each plaintiff (See Exhibit R).

41. Despite the October 24, 2007 e-mail to defendant's claim representative and defendant's in-house counsel requesting to set a reasonable time frame for defendant to evaluate the claims of both plaintiffs, defendant did not respond to this request, did not make a settlement offer and did not name an arbitrator.

42. By November 2, 2007 e-mail from defendant's claim representative (see Exhibit S), defendant's claim representative reporting performing her claim evaluations and that

defendant made medical payments for plaintiff, TERESA MARETTA of \$8,662.00 and \$3,304.58 for plaintiff, RICHARD MARETTA.

43. By November 2, 2007 reply e-mail to defendant's claim representative (see Exhibit S), plaintiffs asked for defendant's proof by medical expense bills submitted to defendant and defendant's expense payment checks to verify defendant's claimed medical expense payments for plaintiff, TERESA MARETTA of \$8,662.00 and \$3,304.58 for plaintiff, RICHARD MARETTA and again mentioned defendant's prior medical payments subrogation payments received from Affirmative.

44. Also by a second November 2, 2007 reply e-mail to defendant's claim representative (see Exhibit T), plaintiffs answered defendant's claim representative's question about plaintiff, TERESA MARETTA's history of prior lumbar spine degeneration and asking for a doctor's report about her then current condition and treatment related to the Lewis collision and why each plaintiff's claim had a value in excess of the \$100,000 underinsured motorist coverage limit available to each plaintiff.

45. Again, by November 28, 2007 e-mail to defendant's claim representative and defendant's in-house counsel, plaintiffs requested a reasonable time frame for defendant to evaluate the claims of both plaintiffs for the second time. (See Exhibit U).

46. By November 28, 2007 e-mail from defendant's claim representative (see Exhibit V) the evaluation of the claims for each plaintiff was to be done the following week and defendant's claim representative reported having the defendant's medical payments "screens" that had been requested earlier on November 2<sup>nd</sup> (See Ex. U) and wanted the plaintiff's counsel address to mail these out. Plaintiff's counsel provided his mailing address in reply e-mail.

47. Despite the November 28, 2007 e-mail to defendant's claim representative and

defendant's in-house counsel requesting for the second time to set a reasonable time frame for defendant to evaluate the claims of both plaintiffs, defendant did not follow through, did not make a settlement offer and did not name an arbitrator.

48. Instead, by December 3, 2007 e-mail from defendant's in-house attorneys (see Exhibit W), more medical records for plaintiff, RICHARD MARETTA from plaintiffs' family physician and from the Loyola University Medical Center emergency room were requested, though plaintiff had already submitted to defendant the trial evidence depositions of plaintiff's family physician and plaintiff's neurosurgeon that discussed care by both providers from whom additional records were sought by defendant (see Exhibit O).

49. By hand delivery on December 10, 2007, plaintiff, RICHARD MARETTA provided defendant a complete copy of his patient chart from plaintiff's family physician and reported yet getting an authorization from defendant's in-house attorneys for release of plaintiff's Loyola University Medical Center emergency room treatment records (See Exhibit X).

50. By December 13, 2007 facsimile (see Exhibit Y), defendant's in-house attorneys sent an authorization for release of records for plaintiff, RICHARD MARETTA's entire medical treatment history from Loyola University Medical Center, plaintiff's family physician, LaGrange Memorial Hospital, plaintiff's neurosurgeon, Westbrook MRI Center and University of Illinois at Chicago, though plaintiff had already submitted to defendant the trial evidence testimony of plaintiff's family physician and plaintiff's neurosurgeon and all Lewis collision medical treatment records other than the Loyola University Medical Center emergency room treatment records (See Exhibit O).

51. By January 8, 2008 hand delivery to defendant's in-house attorneys, plaintiff, RICHARD MARETTA returned the signed authorization for release of plaintiff, RICHARD

MARETTA's entire medical treatment history from Loyola University Medical Center, plaintiff's family physician, LaGrange Memorial Hospital, plaintiff's neurosurgeon, Westbrook MRI Center and University of Illinois at Chicago (See Exhibit Z).

52. On February 18, 2008, another facsimile request form for authorization by plaintiff, RICHARD MARETTA for release of his Loyola University Medical Center medical treatment records arrived, this time from Keais Records Service in Houston, Texas acting on behalf of defendant's in-house counsel (See Exhibit AA).

53. On February 26, 2008, plaintiff, RICHARD MARETTA again provided his signed authorization to Keais Records Service by facsimile for release of his Loyola University Medical Center medical treatment records (See Exhibit BB).

54. By April 16, 2008, defendant's in-house attorneys has received all the requested medical treatment records (see Exhibit CC) defendant sought for plaintiff, RICHARD MARETTA by the earlier December 13, 2007 facsimile request (see Exhibit Y) for plaintiff's signed authorization

55. By April 23, 2008 e-mail sent to defendant's in-house attorneys and defendant's claim representative asking for a response from defendant for the claims of each plaintiff that now had been pending seven months and since the medical records for plaintiff, RICHARD MARETTA has been received by defendant for a month or more (See Exhibit DD).

56. The April 23, 2008 e-mail to defendant's in-house attorneys and defendant's claim representative also reported never receiving the medical payment "screens" defendant's claim representative promised to mail on November 28 2007, with attachment of the November 28<sup>th</sup> e-mail string as proof of this prior communication (See Exhibit DD).

57. By May 8, 2007 [sic] letter sent from defendant's in-house attorneys, the

defendant's claim representative assigned had reportedly left defendant's employment and representation made of the amounts defendant was allowed to take for previous medical payments made to set off and reduce the uninsured motorist benefits amount owed by defendant to each plaintiff. (See Exhibit FF).

58. By May 12, 2008 reply e-mail sent to defendant's in-house attorneys, request was made for a certified copy of plaintiff's complete copy of policy A02-243-466330-003 8 for the 2003 through 2004 effective dates, with all terms, conditions, exclusions and endorsements to finally determine the rights of plaintiffs and defendant, especially defendant's asserted right to set off and reduce plaintiff's uninsured motorist benefits owed for payments defendant made on each plaintiff's behalf from separate medical payments coverage in plaintiff's policy (See Exhibit GG).

59. By May 14, 2008 e-mail forward from defendant's in-house attorneys, the request for a certified copy of plaintiff's complete copy of policy A02-243-466330-003 8 had been communicated to defendant's claim manager in the unit responsible for each plaintiffs' claims (See Exhibit GG).

60. To date, defendant did not provide the November 28, 2007 promised proof of the previous "medpay" payments defendant has represented it made on behalf of each plaintiff.

61. To date, defendant did not provide the requested certified copy of plaintiff's complete copy of policy A02-243-466330-003 8.

62. To date, defendant has not made a settlement offer to either plaintiff.

63. To date, defendant has not named an arbitrator.

64. At all times relevant herein, plaintiffs, TERESA MARETTA and RICHARD MARETTA fulfilled any duty of cooperation with defendant and to aid defendant's claim

investigation as may be required by the terms of plaintiff's policy A02-243-466330-003 8 by providing evidentiary materials to defendant or defendant's in-house attorneys and executing authorizations for release of medical treatment records whenever requested by defendant, defendant's in-house attorneys or a third party acting on defendant's behalf.

65. At all times relevant herein, there existed a certain Illinois statute found at 215 ILCS 5/155 prohibiting insurers, including defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY from vexatious and unreasonable delay in the payment of losses on policies of insurance.

66. On or about October 24, 2007 and at all times after, defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY violated the statutory duty found in 215 ILCS 5/155 in one or more of the following respects:

- a) refused to evaluate the claims of each plaintiff on the very same evidentiary record developed in *Maretta v. Lewis* court authorized discovery that was relied upon and deemed sufficient by Affirmative Insurance Company to make policy limits settlement offers to each plaintiff before scheduled trial or in trial;
- b) failed to mail proof of defendant's asserted medical payments made on behalf of each plaintiff despite written promise to do so and while continuing to assert a right to credit for these unverified amounts;
- c) purposely created delay in the payment of each plaintiff's claims by ignoring the sworn testimony of each plaintiff's treating physician giving a *Maretta v. Lewis* deposition submitted to defendant that established each plaintiff's injuries, necessary medical treatment and prognosis stemming from the December 16, 2003 collision caused by uninsured motorist, Lewis to demand the production of additional medical records duplicative of pertinent medical facts found in each treating physician's sworn testimony;
- d) purposely using the asserted need for additional medical treatment records and a claim staffing departure to further delay the payment of each plaintiff's claims, deliberately frustrate plaintiffs and attempt to leverage a claim resolution for an amount substantially less than each plaintiff's claim demand;

- e) purposely did not provide the requested certified copy of the plaintiffs' complete policy A02-243-466330-003 8;
- f) purposely avoided naming an arbitrator for defendant to avoid setting the arbitration provisions found in plaintiff's policy A02-243-466330-003 8 in motion to further delay the resolution of each plaintiff's claims by preventing an arbitration proceeding; and
- g) otherwise deliberately delayed claim unit action to avoid evaluation and payment of each claim made by each plaintiff to obtain an advantageous outcome for defendant and to disadvantage each plaintiff.

67. By one or more of defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY's foregoing violations of 215 ILCS 5/155, plaintiffs, TERESA MARETTA and RICHARD MARETTA seek \$60,000 as compensation for their attorney fees, court costs and extra contractual damages permitted by 215 ILCS 5/155(b) because of defendant, LIBERTY MUTAL FIRE INSURANCE Company's vexatious and unreasonable delay in the payment of each plaintiff's claim for uninsured motorist benefits and medical payments coverage, pursuant to plaintiff's policy A02-243-466330-003 8 purchased from defendant.

WHEREFORE plaintiffs, TERESA MARETTA and RICHARD MARETTA demand judgment against defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY in the amount of SIXTY THOUSAND (\$60,000.00) DOLLARS.

## COUNT II

1 – 64. Plaintiffs, TERESA MARETTA and RICHARD MARETTA re-allege and restate the allegations found in Paragraphs 1 through 62 of COUNT I as and for Paragraphs 1 through 62 of COUNT II as though fully stated herein.

65. At all times relevant herein, there existed a certain Illinois statute found at 815 ILCS 205/2 permitting the recovery of prejudgment interest in the amount of five (5) percent per annum upon ... "money withheld by unreasonable and vexatious delay of payment." and includes



all money due on "...other instrument of writing;..."

66. At all times relevant herein, plaintiff's policy A02-243-466330-003 8 purchased from defendant is a "...other instrument of writing;..." for which prejudgment interest is collectable.

67. On or about October 24, 2007 and at all times after, defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY withheld by unreasonable and vexatious delay of payment to each plaintiff their underinsured motorist and medical payment coverage benefits totaling \$110,000 dollars, less credit allowed to defendant for each plaintiff's previous settlement with the Lewis uninsured motorist in one or more of the following respects:

- a) refused to evaluate the claims of each plaintiff on the very same evidentiary record developed in *Maretta v. Lewis* court authorized discovery that was relied upon and deemed sufficient by Affirmative Insurance Company to make policy limits settlement offers to each plaintiff before scheduled trial or in trial;
- b) failed to mail proof of defendant's asserted medical payments made on behalf of each plaintiff despite written promise to do so and while continuing to assert a right to credit for these unverified amounts;
- c) purposely created delay in the payment of each plaintiff's claims by ignoring the sworn testimony of each plaintiff's treating physician giving a *Maretta v. Lewis* deposition submitted to defendant that established each plaintiff's injuries, necessary medical treatment and prognosis stemming from the December 16, 2003 collision caused by uninsured motorist, Lewis to demand the production of additional medical records duplicative of pertinent medical facts found in each treating physician's sworn testimony;
- d) purposely using the asserted need for additional medical treatment records and a claim staffing departure to further delay the payment of each plaintiff's claims, deliberately frustrate plaintiffs and attempt to leverage a claim resolution for an amount substantially less than each plaintiff's claim demand;
- e) purposely did not provide the requested certified copy of the plaintiffs' complete policy A02-243-466330-003 8;

- f) purposely avoided naming an arbitrator for defendant to avoid setting the arbitration provisions found in plaintiff's policy A02-243-466330-003 8 in motion to further delay the resolution of each plaintiff's claims by preventing an arbitration proceeding; and
- g) otherwise deliberately delayed claim unit action to avoid evaluation and payment of each claim made by each plaintiff to obtain an advantageous outcome for defendant and to disadvantage each plaintiff.

68. By one or more of defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY's foregoing acts of unreasonable and vexatious delay of payment to each plaintiff their underinsured motorist and medical payment coverage benefits, plaintiffs, TERESA MARETTA and RICHARD MARETTA demand judgment against defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY in a corresponding amount of prejudgment interest authorized by 815 ILCS 205/2 and to be calculated precisely at the time of judgment entry.

### COUNT III

1 – 64. Plaintiffs, TERESA MARETTA and RICHARD MARETTA re-allege and restate the allegations found in Paragraphs 1 through 62 of COUNT I as and for Paragraphs 1 through 62 of COUNT III as though fully stated herein.

65. At all times relevant herein, there existed a certain Illinois statute found at 735 ILCS 5/2-701 permitting the grant of relief in cases of actual controversy by declaratory judgment.

66. On and after October 24, 2007, actual controversies existed between plaintiffs, TERESA MARETTA and RICHARD MARETTA and defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY concerning a reasonable time frame for defendant to investigate and value the claims made by each plaintiff; a reasonable time frame for defendant to provide sufficient proof of each asserted "medpay" coverage payment defendant claims to have made on each plaintiff's behalf and asserts the right to reduce each plaintiff's underinsured motorist claim

by taking set-off credit for each "medpay" payment; for defendant to provide a requested certified and complete copy of plaintiff's A02-243-466330-003 8 policy; and defendant's obligation in accordance with the underinsured motorist coverage policy terms in plaintiff's A02-243-466330-003 8 policy to name an arbitrator within a set time frame after plaintiff's September 28, 2007 designation of their arbitration panelist.

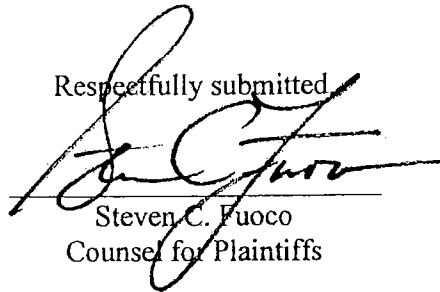
67. Based upon these actual controversies existing on and after October 24, 2007 to the present day between plaintiffs, TERESA MARETTA and RICHARD MARETTA and defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY, the Court should grant declaratory relief to plaintiffs in the following respects:

- a) defendant had been provided a sufficient evidentiary record developed in the underlying *Maretta v. Lewis* action from which to determine whether the Lewis underinsured motorist had caused bodily injury to each plaintiff and each plaintiff's entitlement to their per person underinsured motorist coverage policy limit of \$100,000 and medical payments coverage demanded, less available set-offs;
- b) defendant unreasonably failed to sent proof of asserted medical payments made on behalf of each plaintiff despite written promise to do so and while continuing to assert a right to credit for these unverified amounts;
- c) defendant unreasonably delayed the evaluation and valuation of each plaintiff's claims by ignoring the sworn testimony of each plaintiff's treating physician giving a *Maretta v. Lewis* deposition submitted to defendant that established each plaintiff's injuries, necessary medical treatment and prognosis stemming from the December 16, 2003 collision caused by uninsured motorist, Lewis to insist upon the production of medical authorization from plaintiffs to additional medical records duplicative of pertinent medical facts found in each treating physician's sworn testimony;
- d) defendant unreasonably delayed taking any action toward each plaintiff's claims since October 24, 2007 by not either paying each plaintiff's claims, making a settlement offer of any amount or naming an arbitration panelist within 30 or 45 days after September 28, 2007 in accordance with the underinsured motorist coverage terms in plaintiff's A02-243-466330-003 8 policy; and

- e) by failing to name an arbitration panelist, defendant legally waived its right to resolve by arbitration the issue of whether: 1) the Lewis underinsured motorist's collision with the plaintiff's covered minivan caused bodily injury to each plaintiff on December 16, 2003 and 2) what amount up to and including the \$100,000 uninsured motorist coverage limits available to each plaintiff is reasonable compensation for each plaintiff's bodily injury stemming from the December 16, 2003 rear end collision caused by the Lewis underinsured motorist.

68. Based upon the Court's entry of declaratory judgment for plaintiffs, TERESA MARETTA and RICHARD MARETTA and against defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY, the Court should do equity between the parties by Order compelling defendant, LIBERTY MUTAL FIRE INSURANCE COMPANY to immediately pay the uninsured motorist claim and the medical payments coverage claim of each plaintiff without any further delay.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Steven C. Fuoco', is written over a horizontal line. The signature is stylized with a large, looping 'S' and a long horizontal stroke at the end.

Steven C. Fuoco  
Counsel for Plaintiffs

Steven C. Fuoco  
1055 Golf Avenue  
Highland Park, IL 60035  
847/432-LAWS (5297)  
Court ID #42887



LIBERTY MUTUAL FIRE INSURANCE COMPANY  
LIBERTYGUARD AUTO POLICY DECLARATIONS  
BOSTON, MASSACHUSETTS

YOUR POLICY NUMBER: AO2-243-466330-003 8  
NAMED INSURED AND MAILING ADDRESS:  
RICHARD J MARETTA  
3235 PARK AVE  
BROOKFIELD IL 60513-1323

THESE DECLARATIONS EFFECTIVE: 04/16/03  
FOR SERVICE PLEASE CONTACT:  
1811 CENTRE POINT CIR  
NAPERVILLE IL 60563

SERVICE: 630-577-0250  
CLAIMS: 800-832-5495

OR VISIT: [www.libertymutualinsurance.com](http://www.libertymutualinsurance.com)

POLICY PERIOD: 04/16/03 TO 04/16/04 12:01AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED IN THE POLICY.

REASON FOR THIS NOTICE: YOUR RENEWAL POLICY DECLARATIONS

PERSONAL AUTOMOBILE COVERAGE, LIMITS, AND PREMIUM

COVERAGES AND LIMITS UNDER YOUR AUTO POLICY: COVERAGE IS PROVIDED WHERE A PREMIUM IS SHOWN FOR THE COVERAGE VEH 1

PART

A. LIABILITY \$ 350  
BODILY INJURY \$ 100,000 EACH PERSON  
\$ 300,000 EACH ACCIDENT  
PROPERTY DAMAGE \$ 100,000 EACH ACCIDENT

B. MEDICAL PAYMENTS \$ 10,000 EACH PERSON \$ 37

C. UNINSURED MOTORISTS \$ 34  
BODILY INJURY \$ 100,000 EACH PERSON  
\$ 300,000 EACH ACCIDENT

UNDERINSURED MOTORISTS \$ 26  
BODILY INJURY \$ 100,000 EACH PERSON  
\$ 300,000 EACH ACCIDENT

D. COVERAGE FOR DAMAGE TO YOUR AUTO

COLLISION \$ 132

ACTUAL CASH VALUE LESS DEDUCTIBLE SHOWN:  
VEH 1 \$ 500

OTHER THAN COLLISION \$ 26

ACTUAL CASH VALUE LESS DEDUCTIBLE SHOWN:  
VEH 1 \$ 500

OPTIONAL COVERAGE

EMERGENCY ROADSIDE SERVICE \$50 EACH DISABLEMENT \$ 6

ANNUAL PREMIUM PER VEHICLE: \$ 611

TOTAL ANNUAL POLICY PREMIUM: \$ 611.00

VEHICLES COVERED BY YOUR POLICY

VEH YEAR MAKE MODEL VEHICLE ID NUMBER  
1 1990 PLYMOUTH GR VOY L 1P4FH54R6LX219206

VEH	USE	TAX TERM	TOWN/COUNTY CODE	RATE TERM	TO	MERIT	PF	FRS	ED	INSP	OSR	CLASS CODE	SYM	ANN MILE	RATING BANDS
1	01	4044	000	078	4	N00	8	00	1	00	N	07	05		

RESTRAINT 5000 TIER 3 USH 00 CSH 77 S/O 414 REP 0000 N/R 3 FY 94 POL.CD 10 MAIL RQ N1 AMT 0  
JACKET 3615 0698 ISSD 03/12/03

Ex. A

LIBERTY MUTUAL FIRE INSURANCE COMPANY  
LIBERTYGUARD AUTO POLICY DECLARATIONS  
BOSTON, MASSACHUSETTS

PAGE 02

YOUR POLICY NUMBER: A02-243-466330-003 8

THESE DECLARATIONS EFFECTIVE: 04/16/03

(CONTINUED FROM PREVIOUS PAGE)

SAFE DRIVER INSURANCE PLAN:  
NO CHARGES APPLY-SC0

DRIVER INFORMATION

DRIVER NAME	DOB	STATE	LICENSE NUMBER
RICHARD J MARETTA	01/27/49	IL	M63075049027

TO ENSURE PROPER COVERAGE, PLEASE CONTACT US TO ADD DRIVERS NOT LISTED ABOVE.

OTHER DISCOUNTS INCLUDED IN YOUR RATE

PREFERRED AUTO RATING PLAN (PREFERRED DRIVER)

ENDORSEMENTS ATTACHED TO YOUR POLICY

PP 04 47 06 99	UNDERINSURED MOTORISTS COVERAGE - ILLINOIS
PP 01 74 08 02	AMENDMENT OF POLICY PROVISIONS - ILLINOIS
PP 03 03 04 86	TOWING AND LABOR COSTS COVERAGE
AS1046 12 89	AUTOMATIC TERMINATION ENDORSEMENT
AS2112 10 99	NEW VEHICLE REPLACEMENT COST COVERAGE
PP 13 01 12 99	COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

VEH	COLL EDUC	DEF DRVR	DRVR TRNG	ED/PROF GRP	GOOD DRVR	GOOD STU	MATURE DRVR	MULTI CAR	PARP	ACCID PREV	MOTOR ACCID PREV	SALARY DEDUCT	3YR GOOD DRVR	5YR GOOD DRVR	LIBERTY PREMIER	SR OPER MOTOR ACCID	DISC 10	DISC 10	DISC 20
1									YES										
2																			
3																			
4																			

CLIENT#

ACCOUNT#

<b>ADDITIONAL Insurance Services, Inc.</b> 8840 E. Chicago Avenue Bedford Park, IL 60638		THIS CHECK MUST BE DEPOSITED TO YOUR PAYMENT CENTER & MONTHLY PAYMENT DATE OF ISSUANCE DATE: 07/15/2004 028145	
PAY TO THE ORDER OF: Liberty Mutual AG Subrogee for Theresa Maria LA14-004191618-02		R59904201 238-6	
One Thousand Three Hundred Thirty Eight Dollars and 67 Cents		1338.67	
CLAIMANT: LIBAS0000001 REFERENCE: Paid & Paid Subrogation/No. A Cases ADJUSTER: Robert Wilson (708) 223-7241 COVERAGE: Bodily Injury	07/15/04 12:34:55 PM 04/13/04 09:00:00 298		
#0000029115# #0710002888# 164004204#		#0000033887#	

Ex. B

100



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  X <i>Paul [Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:  <i>Liberty Mutual Fire Ins.</i>  <i>1804 N. Maple Blvd</i>  <i>#400</i>  <i>Kapenwick, IL 60563</i></p>		<p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>12-16</i></p>	
<p>2. Article Number  (Transfer from service label) <b>7001 2510 0000 2083 1091</b></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No  If YES, enter delivery address below:</p>	
<p>PS Form 3811, August 2001</p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>Domestic Return Receipt</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
<p>7001 2510 0000 2083 1091</p>	
<p>Postage \$</p> <p>Certified Fee</p> <p>Return Receipt Fee (Endorsement Required)</p> <p>Restricted Delivery Fee (Endorsement Required)</p> <p>Total Postage &amp; Fees \$</p>	<p>Postmark Here  <i>12/14/05</i></p>
<p>Sent To <i>Liberty Mutual</i></p> <p>Street, Apt. No., or PO Box No.</p> <p>City, State, ZIP+4</p>	
<p>PS Form 3800, January 2001 See Reverse for Instructions</p>	

Ex.C

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

O'Hagan, Smith & Amundsen, L.L.C.  
Attorneys at Law  
150 North Michigan Avenue • Suite 3300  
Chicago, IL 60601

ATTN: STEVEN C. FURCO

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**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$

Postmark  
Here

12/14/05

Sent To

*Liberty Mutual*

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

PS Form 3800, January 2001

See Reverse for Instructions



O'Hagan, Smith & Amundsen

Attorneys at Law  
150 North Michigan Avenue - Suite 3300  
Chicago, IL 60601  
Ph. 312.894.3200 • Fx. 312.894.3210

Steven C. Fuoco  
Direct Dial: (312) 894-3372  
Email: [sfuoco@oslaw.com](mailto:sfuoco@oslaw.com)

December 14, 2005

**VIA CERTIFIED MAIL**

Liberty Mutual Fire Insurance Company  
1804 North Naper Blvd.  
Suite 400  
Naperville, Illinois 60563

Attention: Ms. Lucy Brooks

Re: Notice of Underinsured Motorist  
Claim and Demand for Arbitration  
Claim No.: LA414-004191818-03  
Date of Loss: 12/16/03

Dear Ms. Brooks:

We represent your insured, Richard J. Maretta, an auto policyholder with Liberty Mutual Fire Insurance Company, with Policy Number A02-243-466330-0048. The Policy effective date is 04/16/03 to 04/16/04. We hereby give notice of your insured's underinsured motorist claim stemming from injuries Mr. Maretta and his wife, Theresa sustained on December 16, 2003. Enclosed for your convenience is a copy of the collision report detailing the nature of collision and parties involved as well as the complaint at law we filed on behalf of your insured. Your insured's personal injury action remains pending in the Cook County Court system.

Please also take notice that on behalf of your insured, we demand arbitration of your insured's claim for underinsured's motorist benefits. However, we would like an opportunity to work with Liberty Mutual to reach an amicable resolution of your insured's claim if possible before resorting to the arbitration process. We kindly ask that you acknowledge our client's claim in writing and provide the underinsured motorist coverage claim number assigned as well as a list of needed documentation for Liberty Mutual to evaluate the merit of their claims. We understand that with the underinsured driver's \$20,000/\$40,000 auto policy limit, there is available \$260,000.00 in underinsured motorist coverage available to our clients in the aggregate.

Please do not hesitate to contact me directly with any questions or concerns you may have. My direct dial number is (312) 894-3372.



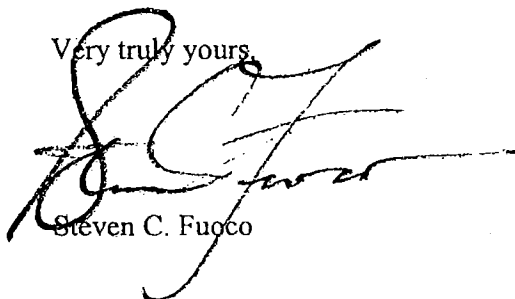
Liberty Mutual Fire Insurance Company

Attention: Ms. Lucy Brooks

December 14, 2005

Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read 'Steven C. Fuoco', with a long horizontal flourish extending to the right.

Steven C. Fuoco

SCF/hb

cc: Theresa and Richard Maretti

# ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Sheets

DRAC	REV	TRFD	TRFC	WEAT	DRVA	VS	VEHO	LOHT	COLL	MMV	PR	PR
9	1	3	4	1	7	16	99	1	5	11	11	99
U1	U2	U3	U4	U5	U6	U7	U8	U9	U10	U11	U12	U13

INVESTIGATING AGENCY **COOK PARK**

TYPE OF REPORT ☒ ON-SCENE ☐ NOT ON-SCENE

INJURY AND / OR TOW DUE TO CRASH ☒ YES ☐ NO

AGENCY CRASH REPORT NO. **03 47891**

ADDRESS NO. (OPTIONAL) **ROOSEVELT**

HIGHWAY OR STREET NAME **COOK PARK**

CITY **COOK**

COUNTY **COOK**

STATE **IL**

ZIP **60604**

NAME (LAST, FIRST, MI.) **LEWIS, MARK W**

DATE OF BIRTH **02/20/60**

SEX **M** **4** **9**

VEHICLE MAKE **CHEVY** MODEL **CAVALIER** YEAR **'04**

VEHICLE PLATE NO. **5G25133** STATE **IL** YEAR **'04**

STREET ADDRESS **1241 BALMORAL #25**

CITY **WESTCHESTER** STATE **IL** ZIP **60154**

TELEPHONE **773-575-1094** DRIVER LICENSE NO. **L200-5596-0051**

TAKEN TO **IL** CLASS **D**

NAME (LAST, FIRST, MI.) **MARETTA, RICHARD**

DATE OF BIRTH **01/27/49**

SEX **M** **2** **9**

VEHICLE MAKE **PONTIAC** MODEL **VOYAGER** YEAR **90**

VEHICLE PLATE NO. **84070** STATE **IL** YEAR **04**

STREET ADDRESS **3235 PARK AVE**

CITY **BROOKFIELD** STATE **IL** ZIP **60513**

TELEPHONE **708-485-5044** DRIVER LICENSE NO. **MG30-7504-9027 IL**

TAKEN TO **IL** CLASS **A**

NAME (LAST, FIRST, MI.) **LIBERTY MUTUAL**

DATE OF BIRTH **01/27/49**

SEX **M** **2** **9**

VEHICLE MAKE **PONTIAC** MODEL **VOYAGER** YEAR **90**

VEHICLE PLATE NO. **84070** STATE **IL** YEAR **04**

STREET ADDRESS **3235 PARK AVE**

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TAKEN TO **IL** CLASS **A**



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\* IF YES TO HAZMAT SPILL OR COM VEH ABOVE, COMPLETE COMMERCIAL VEHICLE AREA ON BACK OF FORM



**CONTINUATION SHEET**

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DEC 23 2003

**CONTINUATION SHEET**

**CASE STATUS**





Tel : (312) 201-9211  
Fax : (312) 201-9212

*Mordini & Schwartz Attorneys At Law P.C.*

May 24, 2007

**VIA FACSIMILE (847) 681-9596**

Steve Fuoco  
1055 Golf Ave.  
Highland Park, Illinois 60035

Re: Marettta, et. al. v. Lewis  
Court No: 05 L 7102  
Date of Accident: 12/16/03

Dear Counsel:

I've been trying to get in touch with you to discuss settling this lawsuit. The following settlement amounts have been authorized by my client's insurance carrier: \$18,661.13 and \$7,027.88, which represents settlement offers of \$20,000.00 and \$10,000.00 minus the medical payments made by Affirmative Insurance Company on your client's behalf.

Very truly yours,



Mark A. Mordini

MAM/as

123 West Madison Street  
20<sup>th</sup> Floor  
Chicago, IL 60602-4511

Ex. D

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

May 29, 2007

**Via Facsimile**

John F. Boyle  
Meachum & Traufman  
10 South LaSalle Street, Suite 2800  
Chicago, IL 60603

Re: Richard Maretta and Teresa Maretta v. Liberty Mutual  
Underinsured Motorist Claim 12/16/03 Loss Date

Dear Mr. Boyle

I represent Liberty Mutual insureds, Richard Maretta and Teresa Maretta in the prosecution of their underinsured motorist claims stemming from cervical and lumbar spinal injury to each in a collision occurring December 16, 2003 and caused by Affirmative Insurance Company insured, Mark Lewis.

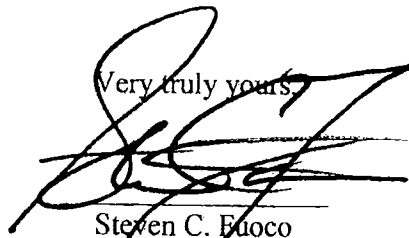
*Olympia Fields* settlement demands for my clients yielded a May 24, 2007 policy limits settlement offer to resolve Teresa's claim against Lewis. Please see the attached May 24, 2007 letter from Lewis defense counsel, Mark Mordini making this written settlement offer. The outcome for Richard's underlying claim against Lewis is uncertain.

Pursuant to 215 ILCS 5/143a-2(6), please take notice of this settlement offer and advise whether Liberty Mutual wishes to preserve its subrogation rights against Affirmative insured, Lewis or will permit my client, Teresa Maretta to accept this offer.

On December 14, 2005, my clients made written demand served by certified mail to Lucy Brooks of Liberty Mutual demanding arbitration of their underinsured motorist claims. These claims have been held in abeyance by agreement with Sheri Goggan Ward, now formerly of your office until the underlying Cook County Law Division action against Lewis yielded settlement offers. With the May 24, 2007 settlement offer in Teresa's claim, please advise what claim information you need for Liberty to evaluate my client's injuries, medical expenses and wage loss to value my client underinsured motorist claim and to select an arbitration date if necessary.

**Grp. Ex. E**

Very truly yours,



Steven C. Buoco  
Counsel for Plaintiffs

enclosure



Tel : (312) 201-9211  
Fax : (312) 201-9212

*Mordini & Schwartz Attorneys At Law P.C.*

May 24, 2007

**VIA FACSIMILE (847) 681-9596**

Steve Fuoco  
1055 Golf Ave.  
Highland Park, Illinois 60035

Re: Mareta, et. al. v. Lewis  
Court No: 05 L 7102  
Date of Accident: 12/16/03

Dear Counsel:

I've been trying to get in touch with you to discuss settling this lawsuit. The following settlement amounts have been authorized by my client's insurance carrier: \$18,661.13 and \$7,027.88, which represents settlement offers of \$20,000.00 and \$10,000.00 minus the medical payments made by Affirmative Insurance Company on your client's behalf.

Very truly yours,

Mark A. Mordini

MAM/as

123 West Madison Street  
20<sup>th</sup> Floor  
Chicago, IL 60602-4511

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)

FAX (847) 681-9596

**FAX TRANSMISSION SHEET**

**DATE:** 5/29/07

**TO:** John F. Boyle Meachum Traufman

**FROM:** Steve Fuoco

**FILE NO.** Maretta v. Liberty Mutual (UIM)

**FAX PHONE NUMBER YOU ARE CALLING:** 1-603-334-9766

**NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET):** 4

**COMMENTS/MULTIPLE SEND:**

Please see Notice of UIM policy limits settlement offer

The information contained in this facsimile communication is attorney privileged and confidential information intended only for the use of the individual entity to whom or to which it is addressed. If the recipient of this transmission is not the intended recipient, the recipient is hereby notified that any dissemination, distribution, or reproduction of this communication is strictly prohibited. If you have received this communication in error, please notify **Steven C. Fuoco** at the above telephone number and return the communication to **Steven C. Fuoco** at the above address via the U.S. Postal Service. Thank you.

TRANSMISSION VERIFICATION REPORT

TIME : 05/29/2007 14:49  
NAME : STEVEN C FUOCO  
FAX : 18476819596  
TEL : 18474325297  
SER.# : K6J292329

DATE, TIME	05/29 14:48
FAX NO./NAME	16033349766
DURATION	00:01:00
PAGE(S)	04
RESULT	OK
MODE	STANDARD
	ECM

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596

FAX TRANSMISSION SHEET

**DATE:** 5/29/07

**TO:** John F. Boyle Meachum Traufman

**FROM:** Steve Fuoco

**FILE NO.** Maretta v. Liberty Mutual (UIM)

**FAX PHONE NUMBER YOU ARE CALLING:** 1-603-334-9766

**NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET):** 4

**COMMENTS/MULTIPLE SEND:**

Please see Notice of UIM policy limits settlement offer

The information contained in this facsimile communication is attorney privileged and confidential information intended only for the use of the individual entity to whom or to which it is addressed. If the recipient of this transmission is not the intended recipient, the recipient is hereby notified that any dissemination, distribution, or reproduction of this communication

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)

FAX (847) 681-9596

sfuoco@sbcglobal.net

**FAX TRANSMISSION SHEET**

**DATE:** 6/14/07

**TO:** John Boyle

**FROM:** Steve Fuoco

**FILE NO.** Maretta v. Lewis

**FAX PHONE NUMBER YOU ARE CALLING:** 1-603-334-9766

**NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET):** 6

**COMMENTS/MULTIPLE SEND:**

Please see prior May 29<sup>th</sup> fax letter

The information contained in this facsimile communication is attorney privileged and confidential information intended only for the use of the individual entity to whom or to which it is addressed. If the recipient of this transmission is not the intended recipient, the recipient is hereby notified that any dissemination, distribution, or reproduction of this communication is strictly prohibited. If you have received this communication in error, please notify **Steven C. Fuoco** at the above telephone number and return the communication to **Steven C. Fuoco** at the above address via the U.S. Postal Service. Thank you.

TRANSMISSION VERIFICATION REPORT

TIME : 06/14/2007 09:42  
NAME : STEVEN C FUOCO  
FAX : 18476819596  
TEL : 18474325297  
SER. # : K6J292329

DATE, TIME	06/14 09:41
FAX NO./NAME	16033349766
DURATION	00:01:27
PAGE(S)	06
RESULT	OK
MODE	STANDARD
	ECM

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
sfuoco@sbcglobal.net

**FAX TRANSMISSION SHEET**

**DATE:** 6/14/07

**TO:** John Boyle

**FROM:** Steve Fuoco

**FILE NO.** Maretta v. Lewis

**FAX PHONE NUMBER YOU ARE CALLING:** 1-603-334-9766

**NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET):** 6

**COMMENTS/MULTIPLE SEND:**

Please see prior May 29<sup>th</sup> fax letter

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**Steven C. Fuoco**

---

**From:** Boyle, John 03450 [John.Boyle@LibertyMutual.com]  
**Sent:** Thursday, July 05, 2007 3:18 PM  
**To:** sfuoco@sbcglobal.net  
**Cc:** McCaskill, Margaret  
**Subject:** Mareta v. Liberty Mutual

Dear Mr. Fuoco:

This will confirm that Margaret McCaskill of Liberty Mutual authorizes you to accept the \$20,000.00 settlement offer made by Affirmative Insurance to Theresa Mareta in the underlying pending lawsuit against Mark Lewis. Liberty Mutual waives its subrogation rights in this regard.

John F. Boyle  
Regional Counsel  
Liberty Mutual Special Investigation Units  
(312)726-6317, x356  
8-618-2356 (SDN)  
Fax: (603)334-7095  
[John.Boyle@LibertyMutual.com](mailto:John.Boyle@LibertyMutual.com)

This e-mail, and any attachments thereto, is intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at (312) 726-6317 and permanently delete the original and any copy of any e-mail and any printout thereof.

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Thursday, July 26, 2007 12:03 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Liberty Mutual

Just need the bills and records, John and would like your assessment of liability and probable outcome if case goes to trial. Thanks. Margaret

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Wednesday, July 25, 2007 3:30 PM  
**To:** Boyle, John 03450  
**Cc:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Liberty Mutual

John:

Teresa's underlying circuit court claim against the underinsured motorist has now been dismissed pursuant to settlement. Please tell me what Margaret and you need to get my client's UIM claim under evaluation and down the path to resolution. I can send the treatment records, bills and to the depositions I ordered to whatever copy service you prefer.

Steve Fuoco

**From:** Boyle, John 03450 [mailto:John.Boyle@LibertyMutual.com]  
**Sent:** Thursday, July 05, 2007 3:18 PM  
**To:** sfuoco@sbcglobal.net  
**Cc:** McCaskill, Margaret  
**Subject:** Maretta v. Liberty Mutual

Dear Mr. Fuoco:

This will confirm that Margaret McCaskill of Liberty Mutual authorizes you to accept the \$20,000.00 settlement offer made by Affirmative Insurance to Theresa Maretta in the underlying pending lawsuit against Mark Lewis. Liberty Mutual waives its subrogation rights in this regard.

John F. Boyle  
Regional Counsel  
Liberty Mutual Special Investigation Units  
(312)726-6317, x356  
8-618-2356 (SDN)  
Fax: (603)334-7095  
[John.Boyle@LibertyMutual.com](mailto:John.Boyle@LibertyMutual.com)

This e-mail, and any attachments thereto, is intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at (312) 726-6317 and permanently delete the original and any copy of any e-mail and any printout thereof.

**Steven C. Fuoco**

---

**From:** Boyle, John 03450 [John.Boyle@LibertyMutual.com]  
**Sent:** Friday, August 03, 2007 4:15 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Liberty Mutual

Steve - I will inquire of Margarine McCaskill on this and get back to you.

John F. Boyle  
Regional Counsel  
Liberty Mutual Special Investigation Units  
(312) 726-6317 ext. 356  
SDN 86182356

---

**From:** Steven C. Fuoco [mailto:[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)]  
**Sent:** Friday, August 03, 2007 9:09 AM  
**To:** Boyle, John 03450; McCaskill, Margaret  
**Subject:** Maretta v. Liberty Mutual

Good morning,

I write to confirm that the medical pay lien that Liberty had relative to each of my clients, Teresa Maretta and Richard Maretta have already been satisfied. I picked up Teresa's Affirmative Insurance settlement draft yesterday and Liberty is listed as a payee. However, I have record of payment made by Affirmative to Liberty of \$1,338.87 on July 15, 2004 to settle Teresa Maretta's med pay lien. I also have record of payment made by Affirmative to Liberty of \$2,974.12 on July 15, 2004 to settle Richard Maretta's med pay lien. I attach the front and back of both Affirmative payment checks to confirm these payments.

Please tell me where and by whom I can have Liberty endorse the Affirmative settlement draft.

Thank you,

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Thursday, August 09, 2007 8:09 AM  
**To:** 'Natale, Laurie'  
**Subject:** RE: Maretta v. Liberty Mutual  
**Attachments:** R Maretta Med Pay Check (2).pdf

Here it is in pdf format.

Steve Fuoco

**From:** Natale, Laurie [mailto:Laurie.Natale@LibertyMutual.com]  
**Sent:** Thursday, August 09, 2007 7:40 AM  
**To:** sfuoco@sbcglobal.net  
**Subject:** FW: Maretta v. Liberty Mutual

Mr. Fuoco,

I cannot open R. Maretta Med Pay Check. Can you send it in the same format as T. Maretta Med Pay Check? Thanks.

Laurie Natale

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Friday, August 03, 2007 9:09 AM  
**To:** Boyle, John 03450; McCaskill, Margaret  
**Subject:** Maretta v. Liberty Mutual

Good morning,

I write to confirm that the medical pay lien that Liberty had relative to each of my clients, Teresa Maretta and Richard Maretta have already been satisfied. I picked up Teresa's Affirmative Insurance settlement draft yesterday and Liberty is listed as a payee. However, I have record of payment made by Affirmative to Liberty of \$1,338.87 on July 15, 2004 to settle Teresa Maretta's med pay lien. I also have record of payment made by Affirmative to Liberty of \$2,974.12 on July 15, 2004 to settle Richard Maretta's med pay lien. I attach the front and back of both Affirmative payment checks to confirm these payments.

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Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)



Tel : (312) 201-9211  
Fax : (312) 201-9212

*Mordini & Schwartz Attorneys At Law P.C.*

August 27, 2007

Steve Fuoco  
1055 Golf Ave.  
Highland Park, IL 60035

**VIA HAND DELIVERY**

Re: Marettta, et. al. v. Lewis  
Court No: 05 L 7102  
Date of Accident: 12/16/03

Dear Counsel:

The following settlement amount has been authorized by my client's insurance carrier: \$17,025.88, which represents a settlement offer of \$20,000.00 minus the medical payments made by Affirmative Insurance Company on your client's behalf.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'J. N. Boeder'. Below the signature, the name 'Jeremy N. Boeder' is printed in a standard sans-serif font.

Jeremy N. Boeder

JNB

123 West Madison Street  
20<sup>th</sup> Floor  
Chicago, IL 60602-4511

**Ex.J**

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:44 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Found it, Steve. Give me a few minutes to see if they want to run an assets check on this one. Thanks.

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 10:34 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Margaret:

There is no text below. May I accept the Affirmative settlement?

Steve

---

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:36 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 9:25 AM  
**To:** Boyle, John 03450  
**Cc:** McCaskill, Margaret  
**Subject:** Maretta v. Lewis Policy Limit Settlement Offer

John and Margaret:

My client, Richard Maretta received a written policy limits settlement offer yesterday after trial court assignment in Cook County. I attach the written settlement offer my defense counsel. Judge Simmons has suspended the trial and is waiting for Liberty to either permit me to accept this offer from the Lewis case defendant and Affirmative Insurance Co., waiving subrogation rights or pay the settlement to us directly.

On July 5: 2007, John send me an e-mail allowing acceptance of the Affirmative policy limit settlement offer made to Teresa Maretta and waiver of Liberty's subrogation rights. I ask for the same authority today relative to Richard Maretta. I do need it quickly because the trial court is waiting.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
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Fax: 847/681-9596

Cell: 847/409-1788

E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:50 AM  
**To:** Steven C. Fuoco  
**Cc:** Chic, Robert  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Hi Steve---

Per manager, we will waive UM/UIM subro so you can accept Affirmative's policy limits. We reserve our right to collect our medpay subro.

Margaret

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 10:34 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Margaret:

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Steve

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**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:36 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

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**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 9:25 AM  
**To:** Boyle, John 03450  
**Cc:** McCaskill, Margaret  
**Subject:** Maretta v. Lewis Policy Limit Settlement Offer

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Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:57 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

found it. thx.

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 10:47 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Please try claim #: LA414-004191818-03. John or his paralegal, Scott should have the correct number assigned after I made the UIM claim notice and arbitration demand on 12/14/05.

Steve

---

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:41 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Hi Steve---

I'm looking into this right now...can you give me the claim number. I'm showing our claim as closed. Thanks.

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 10:34 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Margaret:

There is no text below. May I accept the Affirmative settlement?

Steve

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**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:36 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

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**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 9:25 AM  
**To:** Boyle, John 03450

**Cc:** McCaskill, Margaret

**Subject:** Mareta v. Lewis Policy Limit Settlement Offer

John and Margaret:

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E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 6:11 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

That's good news, if true. I see only where we have paid out the medpay. I will pull the financial screens tomorrow to confirm Affirmative reimbursed us and will let you know.

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 10:55 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Thank you for the go ahead. The Richard's Med Pay subro of \$2,974.12 has already been satisfied by Affirmative 7/15/04. Please see the attached Affirmative check payable to Liberty. The check reverse side shows negotiation by Liberty on 7/21/04. Please confirm this Med Pay claim satisfaction.

Steve

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:50 AM  
**To:** Steven C. Fuoco  
**Cc:** Chic, Robert  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Hi Steve---

Per manager, we will waive UM/UIM subro so you can accept Affirmative's policy limits. We reserve our right to collect our medpay subro.

Margaret

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 10:34 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Margaret:

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**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:36 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

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**From:** Steven C. Fuoco [mailto:[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)]  
**Sent:** Tuesday, August 28, 2007 9:25 AM  
**To:** Boyle, John 03450  
**Cc:** McCaskill, Margaret  
**Subject:** Maretta v. Lewis Policy Limit Settlement Offer

John and Margaret:

My client, Richard Maretta received a written policy limits settlement offer yesterday after trial court assignment in Cook County. I attach the written settlement offer my defense counsel. Judge Simmons has suspended the trial and is waiting for Liberty to either permit me to accept this offer from the Lewis case defendant and Affirmative Insurance Co., waiving subrogation rights or pay the settlement to us directly.

On July 5, 2007, John send me an e-mail allowing acceptance of the Affirmative policy limit settlement offer made to Teresa Maretta and waiver of Liberty's subrogation rights. I ask for the same authority today relative to Richard Maretta. I do need it quickly because the trial court is waiting.

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Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Wednesday, August 29, 2007 9:35 AM  
**To:** Steven C. Fuoco  
**Cc:** Boyle, John 03450  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

I need to review all the medical records, bills, hospital and operative reports, any prior pre-existing problems related to accident injuries, employment and wage loss information and wage loss verification information. I need this to evaluate the value of the claim. John will need the information too for the purpose of providing counsel to us. So better make two copies, or provide one to John and he can copy for us.

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Tuesday, August 28, 2007 6:18 PM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Thank you for looking into this now. With both underlying court cases now resolved, I plan to disclose my clients' arbitrator soon to move the UIM claims along to resolution. We were trial ready for both so I have a wealth of information to provide you for evaluation.

What would you like a copy of, where should I send these to be copied, and to whom (you directly or John) should these be sent?

Steve

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 6:11 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

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Steve

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Tuesday, August 28, 2007 10:50 AM  
**To:** Steven C. Fuoco  
**Cc:** Chic, Robert  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

Hi Steve---

Per manager, we will waive UM/UIM subro so you can accept Affirmative's policy limits. We reserve our right to collect our medpay subro.

Margaret

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**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Lewis Policy Limit Settlement Offer

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**Sent:** Tuesday, August 28, 2007 9:25 AM  
**To:** Boyle, John 03450  
**Cc:** McCaskill, Margaret  
**Subject:** Maretta v. Lewis Policy Limit Settlement Offer

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**Steven C. Fuoco**

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Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

September 28, 2007

**Via Hand Delivery**

John F. Boyle  
Meachum & Traufman  
10 South LaSalle Street, Suite 2800  
Chicago, IL 60603

Re: Richard Maretta and Teresa Maretta v. Liberty Mutual  
Underinsured Motorist Claim 12/16/03 Loss Date

Dear Mr. Boyle

I represent Liberty Mutual insureds, Richard Maretta and Teresa Maretta in the prosecution of their underinsured motorist claims stemming from cervical and lumbar spinal injury to each in a collision occurring December 16, 2003 and caused by Affirmative Insurance Company insured, Mark Lewis.

To aid you in the evaluation of Richard's UIM claim, I enclose the following information developed in the underlying, 2005 L 7102 Cook County law Division action:

1. Oak Park Police Crash Report;
2. Traffic Complaints (2) issued to Defendant, Mark Lewis;
3. Cook County Court Clerk Certified Statements of Disposition (2);
4. Medical Treatment Expenses Totaling \$11,405.48;
5. Discovery Deposition of Richard Maretta;
6. Discovery Deposition of Defendant, Mark Lewis;
7. Evidence Deposition of Vincenzo Bartolomeo, M.D.; and
8. Evidence Deposition of Anthony DiGianfilipo, M.D.

In summary and reflected by the discovery materials and evidence provided from the underlying action, a car driven by defendant, Mark Lewis collided with the rear of the Maretta's mini-van on December 16, 2003 shortly after 8:30 p.m. The Maretta's van had stopped at a red traffic light on Roosevelt Road, east of the intersection with Harlem Avenue when this collision happened. Lewis admitted in his discovery deposition that he "could have been" adjusting his radio and did not observe the stationary Maretta van until just before his car hit the rear of the van. A repair estimate of the van damage totaled \$1,051.40. Lewis' testimony, combined with his guilty plea to leaving the accident scene in traffic court certainly established his legal responsibility for the Maretta's injuries and damages.

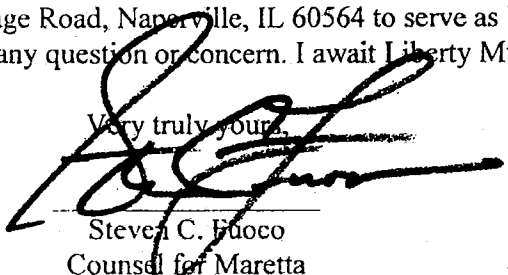
Richard sought emergency room treatment right after the collision at Loyola University Medical Center. His principal complaints had been neck pain and headache. He followed up with his family physician, Dr. Bartolomeo in LaGrange for continuing neck and shoulder pain with headache. By mid March, Richard's complaint of a burning sensation from his neck into the left shoulder resulted in an MRI c-spine study. The March 24, 2004 cervical MRI revealed a stenotic, C3-4 disc herniation, with disc material extending below the disc interspace, causing both dural and ventral spinal cord flattening. This MRI also revealed a C4-5 disc bulge. Dr. Bartolomeo prescribed physical therapy, which Richard received and completed.

The disc herniation finding caused Richard's referral by Dr. Bartolomeo to Dr. DiGianfilipo, a Hinsdale neurosurgeon, beginning April 20, 2004. By May 16, 2006, Richard developed left hand numbness, tingling and a degree of weakness, in addition to chronic neck pain and left shoulder burning. Dr. DiGianfilipo testified in his evidence deposition that if Richard's neck, shoulder and left arm symptoms continue, a C3-4 anterior discectomy and fusion surgery will be required. Richard's case remains open following Richard's last visit on December 8, 2006. Dr. DiGianfilipo estimated future surgical cost at \$20,000.

Given Lewis' negligent driving did cause Richard serious bodily injury and only \$20,000.00 of liability coverage had been available from Lewis for the December 16, 2003 collision, Richard Maretta is legally entitled to receive underinsured motorist benefits from his Liberty Mutual 2003 auto policy. Because of the non-existence of any contributory fault, the nature of Richard's cervical spinal injuries that continue unabated to present day, along with the medical expenses current total and estimated future surgical cost, Richard Maretta demands the entire \$100,000.00 underinsured motorist coverage limit. Additionally, Richard Maretta also demands the payment of the \$5,000 medical payments coverage limit.

Should arbitration ultimately be necessary to resolve Richard's claims, Richard names Jeffrey D. Corso, 5087 Prairie Sage Road, Naperville, IL 60564 to serve as his chosen arbitration panelist. Please contact me with any question or concern. I await Liberty Mutual's response.

Very truly yours,

  
Steven C. Huoco  
Counsel for Maretta

Enclosures

FILED: AUG 15, 2008  
08CV4643  
JUDGE NORGLÉ  
MAGISTRATE JUDGE NOLAN  
JFB

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

October 1, 2007

**Via Hand Delivery**

John F. Boyle  
Meachum & Traufman  
10 South LaSalle Street, Suite 2800  
Chicago, IL 60603

Re: Richard Maretta and Teresa Maretta v. Liberty Mutual  
Underinsured Motorist Claim 12/16/03 Loss Date

Dear Mr. Boyle

I represent Liberty Mutual insureds, Richard Maretta and Teresa Maretta in the prosecution of their underinsured motorist claims stemming from cervical and lumbar spinal injury to each in a collision occurring December 16, 2003 and caused by Affirmative Insurance Company insured, Mark Lewis.

To aid you in the evaluation of Teresa's UIM claim, I enclose the following information developed in the underlying, 2005 L 7102 Cook County law Division action:

1. Medical Treatment Expenses Totaling \$57,628.20;
2. Interrogatory Answers of Teresa Maretta;
3. Vincenzo Bartolomeo, M.D. medical chart;
4. Anthony DiGianfilipo, M.D. medical chart;
5. Maria Estilo, M.D. medical chart;
6. Bruce Hallman, M.D. medical chart;
7. Radiologic Imaging Reports; and
8. La Grange Memorial Hospital Anesthesia Pain Clinic Chart.

In summary and reflected by the discovery materials and evidence provided from the underlying action, a car driven by defendant, Mark Lewis collided with the rear of the Mareta's mini-van on December 16, 2003 shortly after 8:30 p.m. The Mareta's van had stopped at a red traffic light on Roosevelt Road, east of the intersection with Harlem Avenue when this collision happened. Lewis admitted in his discovery deposition that he "could have been" adjusting his radio and did not observe the stationary Mareta van until just before his car hit the rear of the van. A repair estimate of the van damage totaled \$1,051.40. Lewis' testimony, combined with his guilty plea to leaving the accident scene in traffic court certainly established his legal responsibility for the Mareta's injuries and damages.

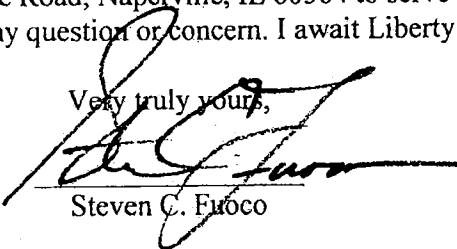
Teresa was taken by ambulance from the collision scene to the emergency room for treatment at Loyola University Medical Center. Her principal complaints had been neck pain, lower back and right hip pain, blurred vision and headache. She followed up with his family physician, Dr. Bartolomeo in LaGrange for continuing neck pain, lower back pain with radiation into her right leg and foot. Dr. Bartolomeo referred Teresa to Dr. Anthony DiGianfilipo, a Hinsdale neurosurgeon. Dr. DiGianfilipo ordered an MRI l-spine study. The January 30, 2004 lumbar MRI revealed L2-3 and L4-5 disc abnormalities, with bulging disc material causing thecal sac effacement. Dr. Bartolomeo prescribed physical therapy, which Teresa received and completed. Teresa lost \$23,425.99 in wages due to her collision injuries and physician work release, from 12/17/03 to 7/14/04 and at various times during 2005 and 2006.

Dr. DiGianfilipo referred Teresa to Maria Estilo, M.D. for pain control therapy beginning in 2004 and continuing into early 2007. Because of continuing neck, lower back and right hip pain, Dr. DiGianfilipo ordered a number of cervical, pelvis and right hip radiological studies at LaGrange Memorial Hospital in 2004 and 2005. Dr. DiGianfilipo referred Teresa to Bruce Hallman, M.D., a LaGrange orthopaedic surgeon, who diagnosed a displaced right sacral fracture. Teresa also saw Michael Henja, M.D., a Riverside orthopaedic surgeon on referral after a May 2005 on the job injury for continuing right hip and right side lower back pain.

Given Lewis' negligent driving did cause Teresa serious bodily injury and only \$20,000.00 of liability coverage had been available from Lewis for the December 16, 2003 collision, Teresa Mareta is legally entitled to receive underinsured motorist benefits from her Liberty Mutual 2003 auto policy. Because of the non-existence of any contributory fault, the nature of Teresa's cervical, lumbar and sacral spinal injuries that continue to present day, along with the medical expenses current total, Teresa Mareta demands the entire \$100,000.00 underinsured motorist coverage limit. Additionally, Teresa Mareta also demands the payment of the \$5,000 medical payments coverage limit.

Should arbitration ultimately be necessary to resolve Teresa's claims, Teresa names Jeffrey D. Corso, 5087 Prairie Sage Road, Naperville, IL 60564 to serve as her chosen arbitration panelist. Please contact me with any question or concern. I await Liberty Mutual's response.

Very truly yours,



Steven C. Furco

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

October 12, 2007

**Via Hand Delivery**

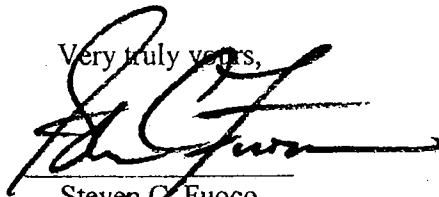
John F. Boyle  
Meachum & Traufman  
10 South LaSalle Street, Suite 2800  
Chicago, IL 60603

Re: Richard Maretta and Teresa Maretta v. Liberty Mutual  
Underinsured Motorist Claim 12/16/03 Loss Date

Dear Mr. Boyle

Please find enclosed the office chart for Richard Maretta from West Suburban Neurosurgical Associates/Dr. DiGianfilipo in Hinsdale and the 3/24/04 Westbrook Open MRI report describing the C3-4 disc herniation present in Richard Maretta's neck. You asked for these supplemental records in an October 2<sup>nd</sup> e-mail. Please note that the poor copy quality of the Westbrook Open MRI is exactly how I received this report.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Fuoco', written over a horizontal line.

Steven C. Fuoco  
Counsel for Maretta

Enclosures

**Ex. Q**

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Tuesday, October 02, 2007 11:55 AM  
**To:** 'Boyle, John 03450'  
**Subject:** RE: Maretta v. Liberty Mutual (UIM)

John:

I'll drop off the DiGianfilipo office chart for Richard tomorrow. Affirmative defense counsel subpoenaed very few records in both my client's cases. I don't have Loyola or Bartolomeo for Richard.

You probably have gotten Teresa's claim packet I dropped off just after 10:00 am by now.

Steve Fuoco

**From:** Boyle, John 03450 [mailto:John.Boyle@LibertyMutual.com]  
**Sent:** Tuesday, October 02, 2007 9:13 AM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Liberty Mutual (UIM)

Yes, please forward the neurosurgeon's office notes. What about the Loyola records and the family doctor's records (Dr. Bartolomeo)? And the cervical MRI whose results you quote - I think my client will want to see all of this. Please tell me if you have the Loyola, Bartolomeo and MRI records. If not my client may want to get them.

John F. Boyle  
Regional SIU Counsel  
Meachum & Trafman  
(312) 726-6317, x356  
8-618-2356 (SDN)  
Fax: (603) 334-7095  
[John.Boyle@LibertyMutual.com](mailto:John.Boyle@LibertyMutual.com)

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Monday, October 01, 2007 5:59 PM  
**To:** Boyle, John 03450  
**Subject:** Maretta v. Liberty Mutual (UIM)

John:

Sorry about the office phone message cut off. It's not often but others have mentioned this to me as well. So much for the fancy AT&T system. I did get and listen to your cell message to me.

I did not copy a set for Margaret of Richard's initial submission. I had gotten an e-mail from her several weeks ago asking me to forward my client submissions to you directly.

Concerning Richard Maretta, few records were obtained by Affirmative defense counsel via records subpoena. I provided the medical trial evidence for you of the only two doctors involved in Richard's care. Each doctor gives the treatment dates and details in the transcripts. I order a set of the neurosurgeon, Dr. DiGianfilipo's office

notes in case discovery. I can forward these to you if you want these in addition to his evidence deposition transcript already provided.

Concerning Teresa Maretta, I am still working on putting her submission together. The medical bills are voluminous. Her claim submission will be the opposite of Richard's. Affirmative ordered more medical records for Teresa and paid her claim for policy limits without the case being trial ready. So no medical trial evidence transcripts. I will drop Teresa's submission off to you tomorrow.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Wednesday, October 24, 2007 3:31 PM  
**To:** 'McCaskill, Margaret'; 'Boyle, John 03450'  
**Cc:** 'richard maretta'  
**Subject:** Mareta v. Liberty UIM Claims  
**Attachments:** Liberty Dec Page.pdf

Margaret and John:

I write to ask you for a reasonable time frame for Liberty to conclude the evaluation of both my clients' (Richard Mareta and Teresa Mareta) UIM claims. A time frame seems important to set so that my clients' claims continue to move forward to resolution and the parties can begin to prepare for arbitration if necessary. My clients have already named their arbitration panelist.

Also, after reviewing my clients' auto declaration page for the 2003-2004 policy covering the Lewis UIM 12/16/03 rear end collision at issue, I learned that my clients actually had \$10,000 each in medical payments coverage rather than \$5,000 initially believed. Please let this e-mail amend each of my clients' claim demands upward to include the \$10,000 medical payments coverage benefit in addition to the \$100,000 underinsured motorist coverage benefit for each.

Please see the attached copy of my clients' Liberty auto coverage declaration page for the 4/16/03 to 4/16/04 policy period.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)



**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Friday, November 02, 2007 12:12 PM  
**To:** 'McCaskill, Margaret'  
**Subject:** RE: Maretta Claim

Margaret:

Thank you for the update. I will need to see proof by medical bills submitted to Liberty and the Liberty payment checks issued showing the true extent Liberty actually made med pay coverage benefits payment for each client that has not already been reimbursed. Are you picking up a computer record of medical expense amounts billed to Liberty but that Liberty ultimately rejected and did not pay. I suspect this to be the case because Teresa's health plan through Blue Cross Blue Shield paid both my clients' medical bills. I have all the BCBS benefits explanation letters showing each payment made. Both clients have also settled with the Plan after federal court litigation filed in August about reimbursement owed. I have Plan spreadsheets showing each provider bill and the actual amount paid by BCBS.

I only know of Liberty's payment of Teresa's expenses totaling \$1,338.87 and for Richard totaling \$2,974.88 for which Liberty has already been reimbursed by Affirmative. In fact, the settlements with Affirmative deducted the 2004 pre-suit med pay lien satisfaction with Liberty. Teresa got only \$18,661.13 and Richard got only \$17,025.88 from Affirmative. I have a copy of both Affirmative checks written to Liberty that Liberty cashed in the amounts listed in the first sentence of this paragraph.

Steve

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Friday, November 02, 2007 11:27 AM  
**To:** sfuoco@sbcglobal.net  
**Subject:** RE: Maretta Claim

Hi Steve---

Checked the files on these.

With regard to the medical payments coverage, we have paid \$8,662 on Therese's claim of her \$10,000 and \$3,304.58 on Richard's claim of his medical payments coverage. If we have bills supporting over \$10,000 related to these claims I can go out and pay the remaining coverage to you on the medical payments files. There would be a set off for this coverage to the extent the claims do not exceed our policy limits. I am performing my evaluations and will let you know as soon as I am in a position to make you offers. Therese's is a little involved as she had a pre-existing degenerative lumbar condition and subsequent accidents/falls. Do you have any doctor's reports relating her current condition/treatment to the car accident or is it all based on her claim she was asymptomatic before the accident. Thanks. Margaret

---

**From:** McCaskill, Margaret  
**Sent:** Tuesday, September 18, 2007 12:39 PM  
**To:** 'sfuoco@sbcglobal.net'  
**Subject:** Maretta Claim

Hi Steve---

Could you let me know what medical records and bills have been forwarded to John Boyle so I can determine whether we are missing anything, I will need these so we can evaluate the UIM claims and make appropriate offers. Thanks.

Margaret McCaskill  
Liberty Mutual

**Steven C. Fuoco**

---

**From:** McCaskill, Margaret [Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Thursday, October 25, 2007 4:27 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Liberty UIM Claims

I'll take your word for it. I have to review tomorrow. Thanks.

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Thursday, October 25, 2007 8:26 AM  
**To:** McCaskill, Margaret  
**Subject:** RE: Maretta v. Liberty UIM Claims

Margaret:

Did you get a chance to open the attachment to yesterday's e-mail? The Maretta's Liberty auto declaration pages (2) and coverage limits for the 4/16/03 to 4/16/04 policy period that includes the 12/16/03 collision by Lewis are there for you and John. The medical payments coverage limit is indeed \$10,000 per person.

Steve

---

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Thursday, October 25, 2007 7:52 AM  
**To:** Steven C. Fuoco  
**Cc:** Boyle, John 03450  
**Subject:** RE: Maretta v. Liberty UIM Claims

Hi Steve---

I will review your files as soon as possible. Also, I will double check the medical payments amounts available to them and forward you copies of the declaration pages.

Thanks,

Margaret

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Wednesday, October 24, 2007 3:31 PM  
**To:** McCaskill, Margaret; Boyle, John 03450  
**Cc:** 'richard maretta'  
**Subject:** Maretta v. Liberty UIM Claims

Margaret and John:

I write to ask you for a reasonable time frame for Liberty to conclude the evaluation of both my clients' (Richard Maretta and Teresa Maretta) UIM claims. A time frame seems important to set so that my clients' claims continue to move forward to resolution and the parties can begin to prepare for arbitration if necessary. My clients have already named their arbitration panelist.

Also, after reviewing my clients' auto declaration page for the 2003-2004 policy covering the Lewis UIM 12/16/03 rear end collision at issue, I learned that my clients actually had \$10,000 each in medical payments coverage rather than \$5,000 initially believed. Please let this e-mail amend each of my clients' claim demands upward to include the \$10,000 medical payments coverage benefit in addition to the \$100,000 underinsured motorist coverage benefit for each.

Please see the attached copy of my clients' Liberty auto coverage declaration page for the 4/16/03 to 4/16/04 policy period.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Friday, November 02, 2007 1:34 PM  
**To:** 'McCaskill, Margaret'  
**Subject:** RE: Maretta Claim

Margaret:

To address your question about Teresa's injuries and causation, the issue really is whether Teresa and Richard had a right to obtain at least \$100,000 + medical payments each from the UIM, had there been adequate insurance coverage. I believe that the objective answer is yes, no matter if their claims are deemed new injuries or represent aggravations of pre-existing, age related degeneration. Both theories are equally compensable in Illinois law. Neither client had history of continued prior complaints or previous course of treatment for the areas affected by the 12/16/03 collision. Both remain symptomatic. Teresa continues treatment and Richard's neurosurgical care remains open. Moreover, the causation standard is whether the negligence is *a cause* of my clients' injuries and specials. From the long form, 15.01 jury instruction, the negligence does not have to be the nearest cause or the only cause.

The issue for arbitration is what amount of money each of my clients had been entitled to recover for bodily injuries stemming from the UIM's negligence. Both claims are worth more than \$100,000 + specials if tried to a Cook County jury. This is especially true given the inattentive, rear-end nature of the collision and the lack of any contributory negligence defense.

Let's wrap this up, please.

Steve

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Friday, November 02, 2007 11:27 AM  
**To:** sfuoco@sbcglobal.net  
**Subject:** RE: Maretta Claim

Hi Steve---

Checked the files on these.

With regard to the medical payments coverage, we have paid \$8,662 on Therese's claim of her \$10,000 and \$3,304.58 on Richard's claim of his medical payments coverage. If we have bills supporting over \$10,000 related to these claims I can go out and pay the remaining coverage to you on the medical payments files. There would be a set off for this coverage to the extent the claims do not exceed our policy limits. I am performing my evaluations and will let you know as soon as I am in a position to make you offers. Therese's is a little involved as she had a pre-existing degenerative lumbar condition and subsequent accidents/falls. Do you have any doctor's reports relating her current condition/treatment to the car accident or is it all based on her claim she was asymptomatic before the accident. Thanks. Margaret

---

**From:** McCaskill, Margaret  
**Sent:** Tuesday, September 18, 2007 12:39 PM  
**To:** 'sfuoco@sbcglobal.net'  
**Subject:** Maretta Claim

Hi Steve---

Sould you let me know what medical records and bills have been forwarded to John Boyle so I can determine whether we are missing anything, I will need these so we can evalaute the UIM claims and make appropriate offers. Thanks.

Margaret McCaskill  
Liberty Mututal

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Wednesday, November 28, 2007 3:54 PM  
**To:** 'McCaskill, Margaret'; 'Boyle, John 03450'  
**Subject:** Maretta v. Liberty UIM

Margaret and John:

I write to set a reasonable time frame for Liberty's position regarding my clients' underinsured motorist and med pay claims. I dropped off client claim materials from Marietta v. Lewis to John on 9/28, 10/1 and 10/12. I last wrote via e-mail on 10/24 for a time frame to resolve the claims or being preparing for arbitration. We have yet to set one.

Thank you,

Steve

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Wednesday, November 28, 2007 4:03 PM  
**To:** 'McCaskill, Margaret'  
**Subject:** RE: Maretta v. Liberty UIM

Here it is and thank you.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Wednesday, November 28, 2007 4:01 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Maretta v. Liberty UIM

Hi John---

Your case is to be evaluated next week. I have your medpay screens. Please give me your address so I can mail them out. Thanks.

Margaret

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Wednesday, November 28, 2007 3:54 PM  
**To:** McCaskill, Margaret; Boyle, John 03450  
**Subject:** Maretta v. Liberty UIM

Margaret and John:

I write to set a reasonable time frame for Liberty's position regarding my clients' underinsured motorist and med pay claims. I dropped off client claim materials from Marietta v. Lewis to John on 9/28, 10/1 and 10/12. I last wrote via e-mail on 10/24 for a time frame to resolve the claims or being preparing for arbitration. We have yet to set one.

Thank you,

Steve

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596



Cell: 847/409-1788

E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Monday, December 03, 2007 3:49 PM  
**To:** 'Boyle, John 03450'  
**Cc:** 'McCaskill, Margaret'; 'Mallo, Scott'; 'Natale, Laurie'  
**Subject:** RE: Maretta v. Liberty UIM

John:

I will have Dr. Bartolomeo's complete patient chart for Richard Maretta on Friday. I will drop this off for you on Friday or Monday.

Steve Fuoco

-----Original Message-----

**From:** Boyle, John 03450 [mailto:John.Boyle@LibertyMutual.com]  
**Sent:** Monday, December 03, 2007 11:19 AM  
**To:** Steven C. Fuoco  
**Cc:** McCaskill, Margaret; Mallo, Scott; Natale, Laurie  
**Subject:** RE: Maretta v. Liberty UIM

My paralegal, Scott Mallo, will be forwarding the HIPAA release if he hasn't already. Scott is out this week but will return on Monday, 12/10.

John F. Boyle  
Regional SIU Counsel  
Meachum & Trafman  
(312) 726-6317, x356  
8-618-2356 (SDN)  
Fax: (603) 334-7095  
[John.Boyle@LibertyMutual.com](mailto:John.Boyle@LibertyMutual.com)

-----Original Message-----

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Monday, December 03, 2007 10:54 AM  
**To:** Boyle, John 03450  
**Subject:** RE: Maretta v. Liberty UIM

You'll need a HIPAA release. Please send me the form you propose to use for Loyola. Dr. B's records I can you in two days for you.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, Illinois 60035  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788

-----Original Message-----

**From:** "Boyle, John 03450" <John.Boyle@LibertyMutual.com>  
**To:** "Steven C. Fuoco" <sfuoco@sbcglobal.net>; "McCaskill, Margaret" <Margaret.McCaskill@LibertyMutual.com>  
**Cc:** "Mallo, Scott" <Scott.Mallo@LibertyMutual.com>; "Natale, Laurie"

<Laurie.Natale@LibertyMutual.com>  
Sent: 12/3/2007 10:12 AM  
Subject: RE: Maretta v. Liberty UIM

Mr. Fuoco - The materials you sent us for Richard Maretta initially consisted mainly of deposition transcripts and medical bills, but not medical records. You subsequently sent us the records for Richard Maretta from Dr. DiGianfilipo and the MRI report. However, we need the records from Loyola and Dr. Bartolomeo as well, and my paralegal is following up with respect to subpoenaing those.

All of these materials are needing to fully review this matter.

John F. Boyle  
Regional SIU Counsel  
Meachum & Trafman  
(312) 726-6317, x356  
8-618-2356 (SDN)  
Fax: (603) 334-7095  
John.Boyle@LibertyMutual.com

---

From: Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
Sent: Wednesday, November 28, 2007 3:54 PM  
To: McCaskill, Margaret; Boyle, John 03450  
Subject: Maretta v. Liberty UIM

Margaret and John:

I write to set a reasonable time frame for Liberty's position regarding my clients' underinsured motorist and med pay claims. I dropped off client claim materials from Marietta v. Lewis to John on 9/28, 10/1 and 10/12. I last wrote via e-mail on 10/24 for a time frame to resolve the claims or being preparing for arbitration. We have yet to set one.

Thank you,

Steve

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Fax: 847/681-9596

Cell: 847/409-1788

E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

December 10, 2007

**Via Hand Delivery**

John F. Boyle  
Meachum & Traufman  
10 South LaSalle Street, Suite 2800  
Chicago, IL 60603

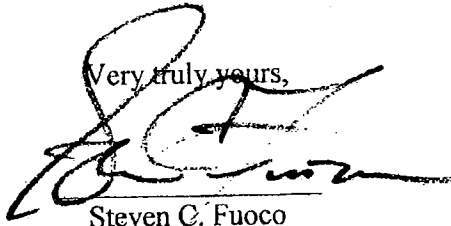
Re: Richard Maretta and Teresa Maretta v. Liberty Mutual  
Underinsured Motorist Claim 12/16/03 Loss Date

Dear Mr. Boyle

Please see a complete copy of Richard Maretta's entire patient chart from Family Medical Practice of LaGrange/Vincenzo Bartolomeo, M.D.

I have yet to hear from your paralegal regarding the Loyola Medical Center records you also wanted to get

Very truly yours,



Steven C. Fuoco  
Counsel for Maretta's

enclosure

Ex. X

MEACHUM & TRAFMAN  
ATTORNEYS AT LAW  
10 SOUTH LASALLE STREET  
SUITE 2800  
CHICAGO, ILLINOIS 60603  
TELEPHONE: (312) 726-6317  
FAX: (603) 334-9766

LAUREN K. MEACHUM  
HOWARD T. TRAFMAN

JAMES C. BARROW  
STEVEN K. BUCKER  
DEBORAH A. BENZING  
DAVID W. BOUTWELL  
JOHN P. BOYLE  
ANDREW S. BRAVERMAN  
ADAM J. COX  
SUSAN P. GRENTROCK  
SARAH W. HUMMEL  
JAMES W. JANNISCH  
BRADLEY S. LICHTMAN  
GARY A. MAREK

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December 13, 2007

ALFRED NORMAN  
PATRICK H. NORRIS  
CARL A. REDMOND  
THOMAS W. STARCK  
THOMAS E. STRZALKA

SR. PARALEGAL  
GENEVA KENNEDY

PARALEGALS  
SHAJIA AZMI  
MEKA HAMILTON-DUKES  
KRISTY R. JOHNSON  
SCOTT J. MALLO

Via Fax Only (847-681-9596)

Mr. Steven C. Fuoco  
1055 Golf Avenue  
Highland Park, IL 60035

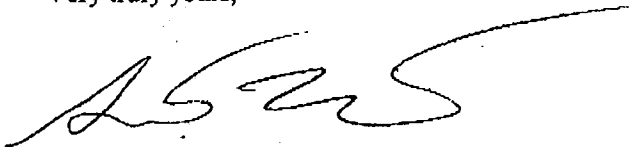
Re: Richard Maretta v LMIC  
Claim Number: LA414-004191818-0005

Dear Mr. Fuoco:

Enclosed please find an authorization form to be completed by your client. Please return this form to me as soon as possible.

Thank you for your help in this matter.

Very truly yours,



Scott Mallo  
Paralegal II

Enclosure

Ex. Y

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)  
FAX (847) 681-9596  
[sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

January 8, 2008

**Via Hand Delivery**

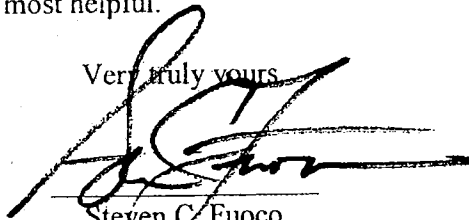
John F. Boyle  
Meachum & Traufman  
10 South LaSalle Street, Suite 2800  
Chicago, IL 60603

Re: Richard Maretta and Teresa Maretta v. Liberty Mutual  
Underinsured Motorist Claim 12/16/03 Loss Date

Dear Mr. Boyle

Please find enclosed the Authorization for Release of Medical Information executed by my client, Richard Maretta. We will need the opportunity to review each of the record sets Liberty obtains with this Authorization once each set is received. Or using a copy service to retrieve each record set would be most helpful.

Very truly yours,



Steven C. Fuoco  
Counsel for Maretta

Enclosure

AUTHORIZATION FOR RELEASE OF  
MEDICAL RECORDS  
(COMPLIANT WITH HIPAA)

I, Richard Maretta, Date of Birth: 01/27/1949, Social Security Number: [REDACTED]-3972, hereby authorize: Loyola University Medical Center; Dr. Vince Bartolomeo/Family Medical Group of LaGrange; LaGrange Memorial Hospital; Dr. Anthony DiGianfilippo/West Suburban Neurosurgical Associates; Westbrook Open MRI; and University of Illinois at Chicago Medical Center.

to release the following information concerning, only to MEACHUM & TRAFMAN and/or their agent, Keais Records Service.

Information to be released concerning the care and treatment of Richard Maretta, from dates Any and all to Any and all:

x A. Complete Medical Records including any and all documents listed under this Part A below:

- x Emergency Room Records
- x Admission & Discharge Summaries
- x Operative Reports
- x Consultation Reports
- x Radiology Reports
- x Diagnostic Test Reports/Results
- x Laboratory Reports
- x Pathology Reports
- x Progress Notes
- x Physician/Nursing Notes
- x Physical Therapy Records
- x Medication/ Prescription Records
- x Treatment Planning Forms
- x Clinic/Office Records
- x Correspondence With Patient's Other Physicians
- x Correspondence With Patient's Health Insurance Companies
- x Correspondence With Patient's Liability Insurance Companies
- x Correspondence With Patient's Workers' Compensation Insurance Companies

     B. Record Abstract

     C. Radiology Films

     D. Pathology Slides

     E. Narrative Medical Report, as specified by the accompanying letter

     F. Itemized Billing for all medical services provided



x G. Other, as specified here Any and all records

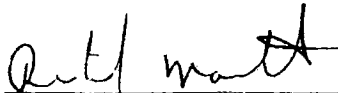
Release of the aforesaid records is required for the purpose of prosecution, settlement and/or trial of an accident or injury claim involving patient.

I understand that any and all information used or disclosed pursuant to this authorization may be subject to re-disclosure by my attorney Steven C. Fuoco, or any subsequent recipient of the information, and may no longer be protected by federal privacy laws or regulations.

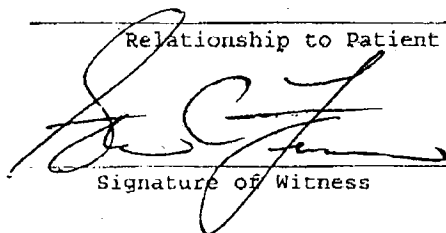
I understand that I have the right to inspect the disclosed information and may revoke this authorization at any time in writing except to the extent that records have already been released. In the event that written revocation of this consent is not made, this authorization will automatically expire in (6) months unless otherwise amended.

I understand that authorizing the use or disclosure of the information identified above is voluntary. I need not sign this form to ensure healthcare treatment.

A copy of this medical authorization shall be valid as an original.

  
\_\_\_\_\_  
Signature:  
Patient or Legally Authorized  
Patient Representative

12-17-2007  
\_\_\_\_\_  
Date of Signature

Relationship to Patient of Legally Authorized Representative  
  
\_\_\_\_\_  
Signature of Witness

17 Dec 2007  
\_\_\_\_\_  
Date of signature



**FAX COVER SHEET**

DATE: 2-18-08

TOTAL NUMBER OF PAGES: 3  
(INCLUDING COVER SHEET)

**TO:**

Steven Fuoco  
Steven Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035  
(847) 432-5297 Tel  
(847) 681-9596 Fax

**FROM:**

Keais Records Service, Inc.  
1010 Lamar, 3rd Floor  
Houston, TX 77002  
(713) 224-6865 Tel  
(713) 224-6880 Fax

**RECORDS ON:** Richard Maretta

Please be advised that we are attempting to obtain records on behalf of The Law Offices of Lauren Meachum from Loyola University Medical Center but the HIPAA authorization does not include the release of sensitive information and the facility will not accept the authorization without this statement. Please complete the attached form and fax back to 713-224-6880

Thanks! Stephanie Chomyk

Cc: Scott Mallo: Meachum 603-334-9766

**CONFIDENTIALITY NOTICE:** This telecopy transmission contains confidential information. The information is intended only for the use of the recipient named above.

If you have received this telecopy in error, please notify us immediately by telephone.

You are cautioned that any disclosure, copying, distribution, or other use of the transmitted information is strictly prohibited.

*If you experience any problems with this transmission or have any questions,  
please call Keais Records Service, Inc. at the number listed above.*

**Ex. AA**

**Steven C. Fuoco**

Attorney at Law

1055 Golf Avenue  
Highland Park, IL  
60035

TEL (847) 432-LAWS (5297)

FAX (847) 681-9596

sfuoco@sbcglobal.net

**FAX TRANSMISSION SHEET**

**DATE:** 2/26/08

**TO:** Stephanie Chomyk Keais Record Service;  
Scott Mallo Meacham & Traufman

**FROM:** Steve Fuoco

**FILE NO.** Marettta v. Liberty Mutual UIM (Maretta Loyola Records Release)

**FAX PHONE NUMBER YOU ARE CALLING:** 1-713-224-6880; 1-603-334-9766

**NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET):** 3

**COMMENTS/MULTIPLE SEND:**

Please see Loyola University Medical Center records release executed by Richard Maretta

The information contained in this facsimile communication is attorney privileged and confidential information intended only for the use of the individual entity to whom or to which it is addressed. If the recipient of this transmission is not the intended recipient, the recipient is hereby notified that any dissemination, distribution, or reproduction of this communication is strictly prohibited. If you have received this communication in error, please notify **Steven C. Fuoco** at the above telephone number and return the communication to **Steven C. Fuoco** at the above address via the U.S. Postal Service. Thank you.

**Ex.BB**

## BROADCAST REPORT

TIME : 02/26/2008 14:16  
NAME : STEVEN C FUOCO  
FAX : 18476819596  
TEL : 18474325297  
SER.# : H6J252157

PAGE(S)

03

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
02/26	14:13	17132246880	01:05	03	OK	ECM
02/26	14:15	16033349766	01:05	03	OK	

BUSY: BUSY/NO RESPONSE  
NG : POOR LINE CONDITION  
CV : COVERPAGE  
PC : PC-FAX

**AUTHORIZATION FOR DISCLOSURE**  
**RELEASE OF HEALTH INFORMATION/MEDICAL RECORDS**

Health Insurance Portability and Accountability Act of 1996  
45 CFR Subtitle A, Subchapter C, Part 164.512 (e) (1) (iii)

**Identification of patient:**

RICHARD J. MARETTA  
PATIENT'S NAME

[REDACTED] - 3972  
PATIENT'S SOCIAL SECURITY NO.

01-27-1949  
PATIENT'S DATE OF BIRTH

Loyola Univ Medical Center  
FACILITY/PROVIDER TO RELEASE

Dates of service/treatment to be released: all to \_\_\_\_\_

**Class of persons authorized to make the disclosure:** All physicians and other health care providers who have examined, treated, consulted with, or x-rayed Richard MARETTA and all hospitals, nursing facilities, rehabilitation facilities, clinics or laboratories in which RICHARD MARETTA has been a patient and/or resident.

**Description of information to be disclosed:** You are hereby authorized and directed by the undersigned to give to the bearer of this authorization, or any photostatic copy thereof, any and all information relative to RICHARD MARETTA's physical, emotional, and mental condition and permit the bearer to examine x-rays, laboratory reports, and medical records of any kind which reflect diagnosis, treatment, prognosis, and any other information concerning illness, injuries, or disability. Such information shall specifically include, but is not limited to, itemized billing records/statements, history & physical, operative reports, lab/pathology reports, consultation reports, physicians' orders, discharge/death summary, x-ray reports/images, other radiographic reports/images, emergency room records, face sheets, nurses' notes, flow sheets, pharmacy and medication records, care plans, assessment tools, screening tools, summaries, social workers, legal, and monitor strips, readouts or printouts. I understand that the specified information to be released may include, but is not limited to: history, diagnosis and/or treatment of drug or alcohol abuse, mental illness, psychological and/or psychiatric treatment, counseling records/notes, genetic testing or communicable disease, including Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS). You are hereby authorized and directed to make available all such information for inspection and copying.

**Person or entity to whom information is to be released/disclosed:** Meacham and Trantman;  
Law Offices of Laura Meacham or it's agent, Keais records Service, Inc and  
R. Charles Marretta Counsel, Steven C. Fuoco

**Purpose of this authorization:** At the request of the undersigned individual and for the investigation of a potential claim and for use in potential litigation and litigation including pretrial, trial, post-trial, appeal and any division, extension, continuation or refiling thereof.

**Duration of this authorization:** This authorization expires one (1) year from the date signed.

I understand that I may revoke this authorization in writing at any time by contacting the Release of Information Dept. at Loyola Univ. Medical Center, except to the extent that action

has been taken in reliance upon the authorization. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure and no longer protected.

I understand that I have a right to a copy of this authorization.

I understand that treatment or payment cannot be conditioned on my signing this authorization, except in certain circumstances such as for participation in research programs, or authorization of the release of testing results for pre-employment purposes.

A photostatic copy of this authorization shall be considered as valid as the original.

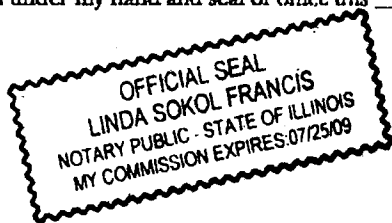
02-25-2008  
DATE SIGNED

RICHARD J. MARETTA  
PRINTED NAME OF PERSON LEGALLY  
AUTHORIZED TO MAKE RELEASE  
[Signature]  
SIGNATURE OF PERSON LEGALLY  
AUTHORIZED TO MAKE RELEASE

Self  
CAPACITY OF PERSON LEGALLY AUTHORIZED  
TO MAKE RELEASE  
(if self state "self")

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 25<sup>th</sup> day of February, 20 08



[Signature]  
NOTARY PUBLIC

My Commission Expires: 7/25/09

**LAW OFFICES OF  
LAUREN K. MEACHUM**

10 SOUTH LASALLE STREET  
SUITE 2800  
CHICAGO, ILLINOIS 60603

TELEPHONE: (312) 726-6317  
FAX: (603) 334-9766

LAUREN K. MEACHUM

JAMES C. BARROW  
STEVEN K. BECKER  
DEBRA H. BENZING  
DAVID W. BOUTWELL  
JOHN F. BOYLE  
ANDREW S. BRAVERMAN  
ADAM J. COX  
SUSAN P. GRENROCK  
SARAH W. HUMMEL  
JAMES W. JANNISCH  
BRADLEY S. LICHTMAN  
GARY A. MAREK

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April 16, 2008

ALFRED NORMAN  
PATRICK H. NORRIS  
CARL A. REDMOND  
THOMAS W. STARCK  
THOMAS E. STRZALKO

SR. PARALEGAL  
GENEVA KENNEDY

PARALEGALS  
MEKA HAMILTON-DUKES  
KRISTY R. JOHNSON  
SCOTT J. MALLO

Via Fax Only (847-681-9596)  
Mr. Steven Fuoco

RE: Mareta, Richard v. LMIC  
File Number: LA414-004191818-0005  
Court Number: UIM

Dear Mr. Fuoco:

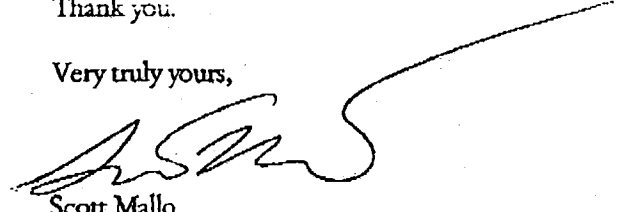
Enclosed please find the invoices from University of Illinois Medical Center, Loyola University Medical Center and LaGrange Memorial Hospital.

Pursuant to our earlier conversations you indicated that you would pay half the cost of obtaining records in return for copies. Please forward a check to my attention in the amount of \$250.79 made payable to Liberty Mutual Insurance Company. Once I receive the check I'll forward you a copy of the records.

If you have any questions please let me know.

Thank you.

Very truly yours,

  
Scott Mallo  
Paralegal II

Ex.CC

Keais Records Service, Inc.  
 1010 Lamar, 3rd Floor  
 Houston, TX 77002  
 (713) 224-6865 Fax (713) 224-6880

John Boyle  
 Law Offices of Lauren K. Meachum  
 10 South Lasalle  
 Suite 2800  
 Chicago, IL 60603

# INVOICE

INVOICE NO.	DATE	TERMS
383770	02/26/2008	
ORDER NO.	ORDER DATE	CAUSE NO.
01-73671-002	01/14/2008	
CASE CAPTION		
Maretta vs. LMIC		
RECORDS PERTAINING TO		
Richard Maretta		
SSN: ***-**-****		DOB: 01/27/1949

RECORDS FROM			
University of Illinois Medical Center Medical Records (Medical Records) 833 South Wood Street, Room 58A Chicago, IL 60612			
1 SET OF Medical Records RECORDS OF : Richard Maretta			
	BASE FEE		39.00
	U.S. Mail		5.94
	CUSTODIAN FEE		29.70
	Scanning--Online copy	6 Pages	3.00
(TAXABLE	\$ 77.64)		
TOTAL DUE >>>>			77.64
Online Only.			

TAX ID NO.: 74-1871731

(312) 726-6317 Fax (603) 334-9766

Please detach and return this portion with your payment

John Boyle  
 Law Offices of Lauren K. Meachum  
 10 South Lasalle  
 Suite 2800  
 Chicago, IL 60603

Invoice No.: 383770  
 Date : 02/26/2008  
 TOTAL DUE : \$ 77.64

Order No. : 01-73671-002  
 Cause No. :  
 Maretta vs. LMIC

Remit To: Keais Records Service, Inc.  
 1010 Lamar, 3rd Floor  
 Houston, TX 77002



Keais Records Service, Inc.  
 1010 Lamar, 3rd Floor  
 Houston, TX 77002  
 (713) 224-6865 Fax (713) 224-6880

John Boyle  
 Law Offices of Lauren K. Meachum  
 10 South LaSalle  
 Suite 2800  
 Chicago, IL 60603

# INVOICE

INVOICE NO.	DATE	TERMS
389919	03/19/2008	
ORDER NO.	ORDER DATE	CAUSE NO.
01-73671-001	02/27/2008	
CASE CAPTION		
Maretta vs. LMIC		
RECORDS PERTAINING TO		
Richard Maretta		
SSN : ***-**-****		DOB : 01/27/1949

RECORDS FROM	
Loyola University Medical Center Medical Records (Medical Records) 2160 South 1st Avenue, Bldg. 105, Room 0856 Maguire Bldg. Maywood, IL 60153	
1 SET OF Medical Records RECORDS OF : Richard Maretta	
BASE FEE	39.00
U.S. Mail	5.94
CUSTODIAN FEE	113.98
Scanning--Online copy	60.50
(TAXABLE \$ 219.42)	
121 Pages	
TOTAL DUE >>>>	219.42
Online only.	

TAX ID NO. : 74-1871731

(312) 726-6317 Fax (603) 334-9766

Please detach and return this portion with your payment

John Boyle  
 Law Offices of Lauren K. Meachum  
 10 South LaSalle  
 Suite 2800  
 Chicago, IL 60603

Invoice No. : 389919  
 Date : 03/19/2008  
 TOTAL DUE : \$ 219.42

Order No. : 01-73671-001  
 Cause No. :  
 Maretta vs. LMIC

Remit To: Keais Records Service, Inc.  
 1010 Lamar, 3rd Floor  
 Houston, TX 77002

RECEIVED 04/16/2008 09:00 18476819596 STEVEN C FUOCO  
 APR 16 2008 08:55 FR MEACHUM SPAHR COZZI & 2 443 9282 TO 18476819596 P.04

Keais Records Service, Inc.  
 1010 Lamar, 3rd Floor  
 Houston, TX 77002  
 (713) 224-6865 Fax (713) 224-6880

John Boyle  
 Law Offices of Lauren K. Meachum  
 10 South Lasalle  
 Suite 2800  
 Chicago, IL 60603

# INVOICE

INVOICE NO.	DATE	TERMS
376558	02/06/2008	
ORDER NO.	ORDER DATE	CAUSE NO.
01-73671-003	01/14/2008	
CASE CAPTION		
Maretta vs. LMIC		
RECORDS PERTAINING TO		
Richard Maretta		
SSN : ***-**-****		DOB : 01/27/1949

RECORDS FROM			
LaGrange Memorial Hospital Medical Records (Medical Records) 5101 Willow Springs Road LaGrange, IL 60525			
1 SET OF Medical Records RECORDS OF : Richard Maretta			
	BASE FEE		39.00
	U.S. Mail		5.94
	CUSTODIAN FEE		92.08
	Scanning--Online copy	135 Pages	67.50
(TAXABLE \$	204.52)		
TOTAL DUE >>>>			204.52
Online Only			

TAX ID NO.: 74-1871731

(312) 726-6317 Fax (603) 334-9766

Please detach and return this portion with your payment

John Boyle  
 Law Offices of Lauren K. Meachum  
 10 South Lasalle  
 Suite 2800  
 Chicago, IL 60603

Invoice No.: 376558  
 Date : 02/06/2008  
 TOTAL DUE : \$ 204.52

Order No. : 01-73671-003  
 Cause No. :  
 Maretta vs. LMIC

Remit To: Keais Records Service, Inc.  
 1010 Lamar, 3rd Floor  
 Houston, TX 77002

**Steven C. Fuoco**

---

**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Wednesday, April 23, 2008 1:43 PM  
**To:** 'McCaskill, Margaret'; 'Boyle, John 03450'  
**Subject:** Mareta v. LMIC (UIM)

Margaret and John:

I'm writing to follow up with you about this pending UIM case. My clients' demands each for the UIM limit of \$100,000 plus the med pay coverage of \$10,000 have been pending since last September 2007. I've been working with Scott Mallo to cooperate fully with Liberty's various requests for medical records for both Richard Mareta and Teresa Mareta. I understand that all medical records Liberty has sought by authorization were received a month or more ago.

May I have Liberty's response to each of my client's \$110,000 demands, please? We're now approaching seven months since the demands were first made.

Margaret, I did not receive the med pay screen that we were in touch about via e-mail on 11/28/07. Please see our writing below:

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Wednesday, November 28, 2007 4:03 PM  
**To:** McCaskill, Margaret  
**Subject:** RE: Mareta v. Liberty UIM

Here it is and thank you.

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

**From:** McCaskill, Margaret [mailto:Margaret.McCaskill@LibertyMutual.com]  
**Sent:** Wednesday, November 28, 2007 4:01 PM  
**To:** Steven C. Fuoco  
**Subject:** RE: Mareta v. Liberty UIM

Hi John---

Your case is to be evaluated next week. I have your medpay screens. Please give me your address so I can mail them out. Thanks.

Margaret

---

**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Wednesday, November 28, 2007 3:54 PM

**To:** McCaskill, Margaret; Boyle, John 03450  
**Subject:** Maretta v. Liberty UIM

Margaret and John:

I write to set a reasonable time frame for Liberty's position regarding my clients' underinsured motorist and med pay claims. I dropped off client claim materials from Marietta v. Lewis to John on 9/28, 10/1 and 10/12. I last wrote via e-mail on 10/24 for a time frame to resolve the claims or being preparing for arbitration. We have yet to set one.

Thank you,

Steve

Steven C. Fuoco, Attorney at Law  
1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
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E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

LAW OFFICES OF  
LAUREN K. MEACHUM

10 SOUTH LASALLE STREET  
SUITE 2800  
CHICAGO, ILLINOIS 60603

TELEPHONE: (312) 726-6317  
FAX: (603) 334-9766

LAUREN K. MEACHUM

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JOHN F. BOYLE  
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ADAM J. COX  
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THOMAS E. STRZALKA

SR. PARALEGAL  
GENEVA KENNEDY

PARALEGALS  
MEKA HAMILTON-DUKES  
KRISTY R. JOHNSON  
SCOTT J. MALLO

May 8, 2007

Mr. Steven Fuoco  
1055 Golf Avenue  
Highland Park, IL 60035

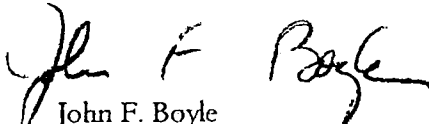
RE: Maretta, Richard v. LMIC  
File Number: LA414-004191818-0005  
Court Number: UIM

Dear Mr. Fuoco:

Please be advised that Margaret McCaskill is no longer with Liberty Mutual Insurance Company. This file is presently being reassigned at the claim level. The new claim handler will then have to evaluate the claims for settlement. Please note that this process should take at least thirty days.

With respect to your recent request for a response to your clients' demands for the \$100,000.00 UIM limit plus the \$10,000.00 in med pay coverage (each), please be advised that your clients would not be entitled to those amounts even if the limits were paid (which I am not suggesting they will be). Rather, it is my understanding that the UIM policy limits are \$100,000.00/\$300,000.00. Theresa Maretta would have a set-off of \$30,000.00 consisting of the \$20,000.00 underlying settlement plus \$10,000.00 in med pay paid. Richard Maretta would have a set-off of \$23,304.00 (the \$20,000.00 underlying settlement plus the \$3,304.00 in med pay paid) less \$2,974.12 paid back on the med pay, or \$20,329.88.

Very truly yours,



John F. Boyle  
JFB/ln

Cc: Mr. Robert Chic

Ex.EE

**Steven C. Fuoco**

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**From:** Steven C. Fuoco [sfuoco@sbcglobal.net]  
**Sent:** Wednesday, May 14, 2008 4:30 PM  
**To:** 'Boyle, John 03450'; 'Chic, Robert'  
**Subject:** RE: Maretta v. LMIC Request for Certified Policy Copy

John:

Thank you for the forward.

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**From:** Boyle, John 03450 [mailto:John.Boyle@LibertyMutual.com]  
**Sent:** Wednesday, May 14, 2008 4:26 PM  
**To:** Chic, Robert  
**Cc:** sfuoco@sbcglobal.net  
**Subject:** FW: Maretta v. LMIC Request for Certified Policy Copy

Bob - Please see below from Mr. Fuoco.

Mr. Fuoco - Please note that Mr. Chic was Ms. McCaskill's supervisor and is not the adjuster who this file will be reassigned to.

John F. Boyle  
Regional SIU Counsel  
Liberty Mutual Insurance Company  
(312) 726-6317, x356  
8-618-2356 (SDN)  
Fax: (603) 334-7095  
[John.Boyle@LibertyMutual.com](mailto:John.Boyle@LibertyMutual.com)

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**From:** Steven C. Fuoco [mailto:sfuoco@sbcglobal.net]  
**Sent:** Monday, May 12, 2008 9:14 PM  
**To:** Boyle, John 03450  
**Subject:** Maretta v. LMIC Request for Certified Policy Copy

John:

I got your 5/8 letter in today's mail. Thank you for the update. I can see that we have a few issues to clear up. My clients did not get \$20,000 each from the Affirmative underinsured motorist. Affirmative's payment to LMIC of med pay subro for each Maretta reduced each BI settlement from \$20,000. LMIC will need to give a credit to each Maretta for the med pay reimbursements payment LMIC received from Affirmative.

To better understand what rights both LMIC and my clients have under their applicable UIM and Med Pay coverages, please have LMIC claims provide a certified copy of my clients' 2003/2004 auto policy, with all terms, conditions, exclusions and all endorsements (especially UIM) in force as of 12/15/03. I will need this certified copy in the same 30 day time frame that our new claims analyst gets assigned and studies the claims.

Steven C. Fuoco, Attorney at Law

1055 Golf Avenue  
Highland Park, IL 60035-3637  
Phone: 847/432-LAWS (5297)  
Fax: 847/681-9596  
Cell: 847/409-1788  
E-mail: [sfuoco@sbcglobal.net](mailto:sfuoco@sbcglobal.net)

2120 - Served  
2220 - Not Served  
2320 - Served By Mail  
2420 - Served By Publication  
SUMMONS

2121 - Served  
2221 - Not Served  
2321 - Served By Mail  
2421 - Served By Publication  
ALIAS - SUMMONS

CCG N001-10M-1-07-05 ( )

JUDGE NORGLÉ  
MAGISTRATE JUDGE NOLAN  
JFB

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

(Name all parties)

TERESA MARETTA and RICHARD MARETTA

v.

LIBERTY MUTUAL FIRE INSURANCE

08CH24504

No. **RECEIVED**  
STATE OF ILLINOIS

JUL 18 2008

HK  
10.15

## SUMMONS

DEPT. OF INSURANCE  
CHICAGO, ILLINOIS

To each Defendant: Liberty Mutual Fire Ins. Co. c/o Michael T. McRaith  
Dir. IL Div. of Ins., 100 W. Randolph, Ste. 9-301 Chicago 60601

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie<br>5600 Old Orchard Rd.<br>Skokie, IL 60077       | <input type="checkbox"/> District 3 - Rolling Meadows<br>2121 Euclid<br>Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood<br>1500 Maybrook Ave.<br>Maywood, IL 60153          |
| <input type="checkbox"/> District 5 - Bridgeview<br>10220 S. 76th Ave.<br>Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham<br>16501 S. Kedzie Pkwy.<br>Markham, IL 60426       | <input type="checkbox"/> Child Support<br>28 North Clark St., Room 200<br>Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

JUL 09 2008

WITNESS, \_\_\_\_\_

Atty. No.: 42887

Name: Steven C. Fuoco

Atty. for: Plaintiffs

Address: 1055 Golf Avenue

City/State/Zip: Highland Park, IL 60035-3637

Telephone: 847/432-LAWS (5297)

Service by Facsimile Transmission will be accepted at: \_\_\_\_\_

DOROTHY BROWN

CLERK OF COURT

Date of service: 7/18/08  
(To be inserted by officer on copy left with defendant or other person)

847/681-9596

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PENGAD 800-631-6883

EXHIBIT

2